

ORDINANCE NO. 20191003-006

AN ORDINANCE AMENDING ORDINANCES 20190808-015 AND 20190808-017 ORDERING THE NOVEMBER 5, 2019 SPECIAL MUNICIPAL ELECTIONS TO ADD EXHIBITS B, C, D, E, F, G, and H, THAT ADOPT ELECTION DAY AND EARLY VOTING POLLING PLACES, ATTACH AN EXECUTED CONTRACT FOR ELECTION SERVICES AND EXECUTED JOINT ELECTION AGREEMENTS, AND LIST ELECTION DAY JUDGES, CENTRAL COUNTING STATION STAFF, AND EARLY VOTING BALLOT BOARD MEMBERS; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

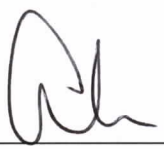
PART 1. Ordinance Nos. 20190808-015 and 20190808-017 ordering the November 5, 2019 special municipal elections are each amended to add Exhibits B, C, D, E, F, G, and H, as follows: signed copy in English and Spanish of the ordinances calling the election and establishing ballot language (Exhibit B), list of election day polling places (Exhibit C), list of early voting polling places (Exhibit D), election services contract and joint election agreements (Exhibit E), list of election day presiding judges and alternate judges (Exhibit F), list of central counting station staff (Exhibit G), list of early voting ballot board members (Exhibit H), all attached and incorporated herein by reference.

PART 2. The Council finds that the need to adopt and publish polling locations and the lists of judges for this election constitutes an emergency. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

PASSED AND APPROVED

_____, October 3, 2019

APPROVED:


Anne L. Morgan
City Attorney

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Steve Adler
Mayor

ATTEST:

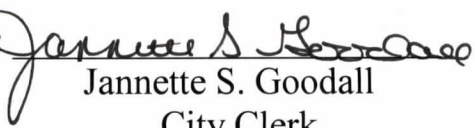

Jannette S. Goodall
City Clerk

Exhibit B. Ordinance No. 20190808-015, 20190808-017 and 20190826-001
(in Spanish and English)

ORDINANCE NO. 20190808-015

AN ORDINANCE ORDERING A SPECIAL ELECTION TO BE HELD IN THE CITY OF AUSTIN ON NOVEMBER 5, 2019 FOR THE PURPOSE OF SUBMITTING TO THE VOTERS A PROPOSED CITIZEN-INITIATED ORDINANCE REGARDING THE CONVEYANCE OF CITY-OWNED PROPERTY FOR SPORTS OR ENTERTAINMENT FACILITIES; PROVIDING FOR THE CONDUCT OF THE SPECIAL ELECTION; AUTHORIZING THE CITY CLERK TO ENTER INTO JOINT ELECTION AGREEMENTS WITH OTHER LOCAL POLITICAL SUBDIVISIONS AS MAY BE NECESSARY FOR THE ORDERLY CONDUCT OF THE ELECTION; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. A special election shall be held in the City of Austin on November 5, 2019, to submit to the voters of the City a proposed citizen-initiated ordinance regarding the conveyance of city-owned property for sports or entertainment facilities; providing for the conduct of the special election. The ballot shall be prepared to permit voting "Yes" or "No" on the proposition:

Proposition A: Shall a city ordinance be adopted that requires that a sale, lease, conveyance, mortgage, or other alienation of City-owned land for any existing or future youth, recreational, or professional sports facility or any existing or future entertainment facility be approved by a supermajority vote of council (9 of 11 members) and also be approved by the voters at an election for which the City must pay; requires that any site development permits and variances related thereto be approved by a supermajority vote of council (9 of 11 members); requires that site development permits and variances related thereto be approved by the voters at an election for which the City must pay, if the sale, lease, conveyance, mortgage, or other alienation of City-owned land for the facility has not already obtained voter approval; requires that the facility post payment and performance bonds and pay ad valorem taxes, or payments equal to the amount of ad valorem taxes; and requires that all information concerning such sale, lease, conveyance, mortgage, or other alienation shall be disclosed to the public.

PART 2. If the proposition provided in Part 1 is approved by the majority of voters voting at the election, the City Code is amended to read as follows:

ARTICLE __. _____.

Part 1. The City shall not sell, lease, convey, mortgage, or otherwise alienate any City-owned land that will be used as a sports stadium, sports facility, sports arena, and/or entertainment stadium, entertainment facility or entertainment arena unless approved by an affirmative vote of at least three-fourths of the members of the City Council and by a majority of the qualified voters in a municipal election, submitting the question and setting forth the final terms and conditions under which such sale, lease, conveyance, mortgage, or alienation is to be made, including, without limitation, a list of any ad valorem taxes from which the proposed stadium, facility, or arena and land will be exempt.

Part 2. No such sale, lease, conveyance, mortgage, or alienation shall be effective unless and until the lessee, buyer, mortgagee, beneficiary, or recipient of the City-owned land posts with the City Attorney of the City a payment and performance bond guaranteeing the lessee's, buyer's, mortgagee's, beneficiary's, or recipient's payment and performance of all of its obligations under said lease, conveyance, mortgage, or other alienation in an amount approved and accepted by the affirmative vote of at least three-fourths of the members of the City Council.

Part 3. The City shall require that the lessees, purchasers, or recipients of said City-owned land shall pay all ad valorem taxes each tax year due on said land and any improvements in any agreement relating to such sale, lease, conveyance, mortgage, or other alienation; or, if such land is determined to be exempt from taxation, the City shall require said lessees, purchasers, or recipients to make an annual payment in lieu of taxes to the City in an amount equal to the ad valorem taxes which would have been owed in that tax year to the tax assessor-collector for all taxing entities taken together if the land and improvements had been determined to be taxable.

Part 4. Notwithstanding any exceptions to public disclosure pursuant to the Texas Public Information Act which could be claimed by the City, any party, or its agents or representatives, to any such agreement relating to such sale, lease, conveyance, mortgage, or other alienation, all agreements, documents, files, communications and records relating to the sale, lease, conveyance, mortgage, or other alienation of said City-owned land shall be promptly disclosed to the public upon request by any person and shall be deemed public information under the Texas Public Information Act.

Part 5. This ordinance shall apply to any sale, lease, conveyance, mortgage, or other alienation of any City-owned land that is or will be used as a sports stadium, sports facility, sports arena, and/or entertainment stadium, entertainment facility or entertainment arena regardless of the effective date of the sale, lease, conveyance, mortgage, or other alienation, except that this ordinance shall not apply to periodic events, such as the Austin City Limits Music Festival or the Trail of Lights, that have been held since prior to January 1, 2018.

Part 6. The City shall require the submittal and customary review of applications for a site development permit and all variances related thereto or necessary for the development of any such sports stadium, sports facility, sports arena, entertainment stadium, entertainment facility and/or entertainment arena on or to be located on City-owned land to go through the City's normal development review processes, and said site development permit and variances shall not be valid or approved unless and until they are approved by the affirmative vote of at least three-fourths of the members of the City Council.

Part 7. The site development permit for any sports stadium, sports facility, sports arena, entertainment stadium, entertainment facility and/or entertainment arena on or to be located on City-owned land must be approved by a majority of the qualified voters of the City in a municipal election prior to the construction of the sports stadium, sports facility, sports arena, entertainment stadium, entertainment facility and/or entertainment arena if the sale, lease, conveyance, mortgage, or other alienation of said City-owned land has not been submitted to the voters in a municipal election pursuant to Part 1, hereof.

Part 8. The lessee, recipient, mortgagee, or other beneficiary of City-owned land on which a sports stadium, sports facility, sports arena, and/or entertainment stadium, entertainment facility or entertainment arena is or will be constructed shall be responsible for all off-site infrastructure costs and municipal services costs related to or necessitated by the construction and operation of the facility, arena, or stadium, including, without limitation, vehicle and pedestrian transportation, additions, improvements or alterations to mass transit, wet and dry utilities, parking infrastructure, police service, fire service, and Emergency Medical Services.

Part 9. This ordinance shall be liberally construed to ensure the public's right to all and complete information about and to vote on sales, leases, conveyances, mortgages or alienations of City land for any sports stadium, sports facility, sports arena, and/or entertainment stadium, entertainment facility or entertainment arena before it can become effective.

Part 10. If any provision of this Ordinance or its application to any circumstances or person is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable to the maximum extent allowed by law.

Part 11. This Ordinance shall be effective as of the date that it is adopted by a majority of the voters of the City of Austin.

PART 3. The election shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The address of the main early voting locations and the mailing address of each of the early voting clerks are detailed in Exhibit A, attached and incorporated as a part of this ordinance.

PART 4. A direct electronic recording voting system, as the term is defined in Title 8 of the Texas Election Code, shall be used for early voting and for voting conducted on election day. The central counting station is established at the Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

PART 5. Notice of this election shall be given by posting and publishing a copy of this ordinance in both English and Spanish. The notice and a copy of this ordinance shall be posted, in both English and Spanish, in the office of the City Clerk and at the City Hall notice kiosk not later than the 21st day before election day. Notice of this election shall be published one time, not earlier than the 30th day before the date of the election or later than the 10th day before the date of the election, in a newspaper of general circulation in the City of Austin.

PART 6. In accordance with Chapter 271 of the Texas Election Code, the November 5, 2019 municipal special election may be held jointly with the various political subdivisions that share territory with the City of Austin and that are holding elections on that day. The City Clerk may enter and sign joint election agreements with other political subdivisions for this purpose, and their terms as stated in the agreements are hereby adopted.

PART 7. The Council finds that the need to immediately begin required preparations for this election constitutes an emergency. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

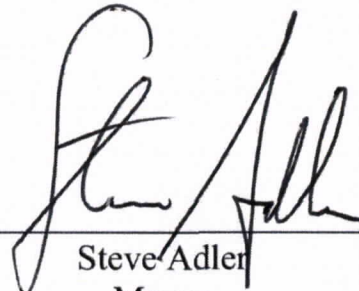
PASSED AND APPROVED

_____, August 8, 2019

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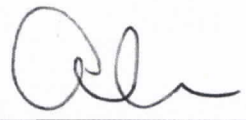
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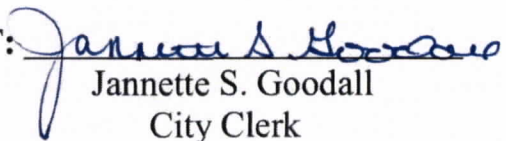
Steve Adler
Mayor

APPROVED:



Anne L. Morgan
City Attorney

ATTEST:



Jannette S. Goodall
City Clerk

Exhibit A

Main Early Voting Location Information and Early Voting Clerk Mailing Addresses

November 5, 2019 Special Municipal Election

Main Early Voting Polling Locations:

Travis County: ACC Highland, 6101 Airport Boulevard, Austin, TX

Bastrop County: Bastrop County Courthouse Annex Building, 804 Pecan St., Bastrop, TX

Williamson County: Williamson County Inner Loop Annex, 301 SE Inner Loop, Suite 104, Georgetown, TX

Hays County: Government Center Conference Room, 712 S. Stagecoach Trail, San Marcos, TX

Early Voting: Monday, October 21, 2019 – Friday, November 1, 2019

Mailing Address for Ballots by Mail:

Ballots by Mail – Travis County

By Mail voters: P.O. 149325, Austin, Texas 78714-9325

By Contract Carriers/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Ballots by Mail – Bastrop County

By Mail voters: Bastrop County Courthouse Annex Building, 804 Pecan St., Bastrop, TX 78602

Ballots by Mail - Hays County

By Mail Voters: P.O. Box 907, San Marcos, TX 78666

Ballots by Mail – Williamson County

By Mail voters: P.O Box 209, Georgetown, TX 78627

1 **ORDENANZA NUM. 20190808-015**

2 **ORDENANZA PARA CONVOCAR UNA ELECCIÓN ESPECIAL EL 5 DE**
3 **NOVIEMBRE, 2019 CON EL PROPÓSITO DE SOMETER A LOS**
4 **VOTANTES UNA ORDENANZA INICIADA POR LOS CIUDADANOS**
5 **TOCANTE EL TRASPASO DE TERRENO QUE ES PROPIEDAD DE LA**
6 **CIUDAD PARA FACILIDADES DEPORTIVAS O DE**
7 **ENTRETENIMIENTO; DISPONER QUE SE LLEVE A CABO LA**
8 **ELECCIÓN ESPECIAL; AUTORIZAR A LA SECRETARIA DE LA**
9 **CIUDAD PARA QUE TRAMITE LOS CONVENIOS DE LA ELECCIÓN**
10 **CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS LOCALES, QUE**
11 **SEAN NECESARIOS PARA LA ADMINISTRACIÓN ORDENADA DE LA**
12 **ELECCIÓN; Y PARA DECLARAR QUE EXISTE UNA EMERGENCIA.**

13 **ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE AUSTIN:**

14 **PARTE 1.** Una elección especial se llevará a cabo en la Ciudad de Austin el 5 de
15 noviembre, 2019, para someter a los votantes de la Ciudad la ordenanza propuesta
16 iniciada por los ciudadanos tocante el traspaso de propiedad de la ciudad para
17 facilidades deportivas o de entretenimiento; disponiendo la administración de la
18 elección especial. La boleta se preparará para permitir el voto de “Sí” o “No” sobre
19 la proposición:

20 Proposición A: ¿Será adoptada una ordenanza de la Ciudad que requiere que
21 cualquier venta, arrendamiento, traspaso, hipoteca, u otra enajenación de terreno que
22 es propiedad de la Ciudad para cualquier existente o futura facilidad deportiva
23 juvenil, recreativa, o profesional, o para cualquier facilidad existente o futura de
24 entretenimiento sea aprobada por un voto de super mayoría del consejo (9 de 11
25 miembros) y que además deberá ser aprobada por los votantes en una elección que
26 la Ciudad deberá pagar; requiere que cualquier permiso y variación para desarrollar
27 el sitio relacionado a lo mismo serán aprobados por los votantes en una elección que
28 la Ciudad deberá pagar, si la venta, arrendamiento, traspaso, hipoteca, u otra
29 enajenación de terreno propiedad de la Ciudad para la facilidad no ha previamente
30 obtenido la aprobación de los votantes; requiere que la facilidad provee garantías de
31 pagos anticipados y ejecución de contratos y que pague impuestos ad valoren, o
32 pagos equivalentes a la cantidad de impuestos ad valoren; y requiere que toda
33 información pertinente a dicha venta, arrendamiento, traspaso; hipoteca, u otra
34 enajenación sea revelada al público?

35

PARTE 2. Si la proposición proporcionada en la Parte I se aprueba por la mayoría de los votantes que voten en la elección, el Código de la Ciudad será enmendado para decir lo siguiente:

ARTÍCULO __. _____.

§ _____

Parte 1. La Ciudad no deberá vender, arrendar, traspasar, hipotecar, ni en otra manera enajenar ningún terreno que es propiedad de la Ciudad para usarlo como estadio deportivo, facilidades deportivas, arena/ruedo deportivo, y/o estadio para entretenimiento, o facilidades para entretenimiento o arena/ruedo para entretenimiento, sin el voto a favor de al menos tres-cuartos de los miembros del Consejo de la Ciudad y por la mayoría de los votantes calificados en una elección municipal, en cual se somete la propuesta y se detallan los términos finales y condiciones bajo cuales la venta, arrendamiento, traspaso, hipoteca, o enajenación se debería efectuar, incluyendo sin limitar la lista de los impuestos ad valoren que el estadio, facilidades, o arena/ruedo, y terreno no pagarían por exenciones de impuestos.

Parte 2. Ninguna venta, arrendamiento, traspaso, hipoteca, o enajenación será efectuada a menos que y hasta que el arrendatario, comprador, hipotecario, beneficiario, o receptor del terreno que es propiedad de la Ciudad contabilice con el/la Procurador/a de la Ciudad pago y garantía de cumplimiento que garantiza el pago y cumplimiento de todas las obligaciones del arrendatario, comprador, hipotecario, beneficiario, o receptor bajo dicho arrendamiento, traspaso, hipoteca, u otra enajenación en una cantidad aprobada y aceptada por el voto a favor de al menos tres cuartos de los miembros del Consejo de la Ciudad.

Parte 3. La Ciudad requerirá que los arrendatarios, compradores, o receptores de dicho terreno que es propiedad de la Ciudad paguen todos los impuestos ad valoren cada año cuando se venzan sobre dicho terreno y sobre sus mejoras cada año, en cualquier convenio relacionado con tal venta, arrendamiento, traspaso, hipoteca, u otra enajenación; o, si dicho terreno se determina ser exento de impuestos, la Ciudad requerirá que dichos arrendatarios, compradores, o receptores hagan pagos anuales en vez de impuestos a la Ciudad en una cantidad que sea equivalente a los impuestos ad valoren que se hubieran pagado al asesor-recaudador de impuestos a favor de todas las

entidades combinadas que imponen dichos impuestos si el terreno y sus mejoras se hubieran determinado ser imponibles.

Parte 4. Independientemente de las excepciones tocante la divulgación de información al público de acuerdo con la ley de información al público de Texas (en inglés, Texas Public Information Act) que la Ciudad pudiera afirmar, cualquier parte, o sus agentes o representantes, participando en cualquier convenio relacionado con dicha venta, arrendamiento, traspaso, hipoteca, u otra enajenación, todos los convenios, documentos, archivos, comunicaciones, y récords relacionados con la venta, arrendamiento, hipoteca, u otra enajenación de dicho terreno que es propiedad de la Ciudad será prontamente divulgado al público cuando lo solicite alguna persona y será considerado ser información pública bajo la ley de información al público de Texas (en inglés, Texas Public Information Act).

Parte 5. Esta ordenanza aplicará a cualquier venta, arrendamiento, traspaso, hipoteca, u otra enajenación de cualquier terreno que es propiedad de la Ciudad, que se use o que se intente usar como estadio deportivo, facilidad deportiva, arena/ruedo deportivo, y/o estadio de entretenimiento, facilidad de entretenimiento o arena/ruedo de entretenimiento independientemente de la fecha de vigor de la venta, arrendamiento, traspaso, hipoteca, u otra enajenación enajenación excepto que esta ordenanza no aplicará a eventos periódicos tales como Austin City Limits Music Festival o Trail of Lights, que se han celebrado desde antes del 1 de enero, 2018.

Parte 6. La Ciudad deberá requerir que se sometan para el repaso usual las solicitudes para el permiso de desarrollo del sitio y de todas las varianzas relacionadas a lo mismo o necesarias para el desarrollo de tal estadio deportivo, facilidad deportiva, arena/ruedo deportivo, estadio de entretenimiento, facilidad de entretenimiento, y/o arena/ruedo de entretenimiento que esté situado en, o que se intenta situar en terreno que es propiedad de la Ciudad, y que se sometan a los procesos normales de repasos de desarrollo requeridos por la Ciudad, y que dicho permiso y varianzas no sean validas ni aprobadas a no ser y hasta que sean aprobadas por el voto a favor de al menos tres cuartos de los miembros del Consejo de la Ciudad.

Parte 7. El permiso de desarrollo del sitio para cualquier estadio deportivo, facilidad deportiva, arena/ruedo deportivo, estadio de entretenimiento, facilidad de entretenimiento, y/o arena/ruedo de entretenimiento que esté situado en, o que se intenta situar en terreno que es propiedad de la Ciudad,

113 deberá ser aprobado por la mayoría de votantes calificados de la Ciudad en
114 una elección municipal antes de la construcción del estadio deportivo,
115 facilidad deportiva, arena/ruedo deportivo, estadio de entretenimiento,
116 facilidad de entretenimiento, y/o arena/ruedo de entretenimiento, si la venta,
117 arrendamiento, traspaso, hipoteca, un otra enajenación de dicho terreno que
118 es propiedad de la Ciudad no se ha sometido a los votantes en una elección
119 municipal de acuerdo con la Parte I de este.

120
121 Parte 8. El arrendatario, receptor, hipotecario, u otro beneficiario del terreno
122 que es propiedad de la Ciudad en cual un estadio deportivo, facilidad
123 deportiva, arena/ruedo deportivo, y/o estadio de entretenimiento, facilidad de
124 entretenimiento, o arena/ruedo de entretenimiento está o será construido, será
125 responsable de todo costo de infraestructura fuera del sitio (en inglés, off-site)
126 y responsable de costos por servicios municipales relacionados con o que se
127 necesiten por la construcción y operación de la facilidad, arena/ruedo, o
128 estadio, incluyendo, sin limitarse a transportación para vehículos y peatones,
129 hacer adiciones, mejoras, o alteraciones al transporte público, a servicios
130 públicos húmedos o secos, infraestructura de estacionamiento, servicios
131 policíacos, servicio de bomberos, y Servicios de Emergencias Médicas.

132
133 Parte 9. Esta ordenanza se deberá interpretar libremente para asegurar el
134 derecho del público para acceder completamente toda información sobre el
135 tema y de votar sobre las ventas, arrendamientos, traspasos, hipotecas, o
136 enajenaciones de terreno de la Ciudad para cualquier estadio deportivo,
137 facilidad deportiva, arena/ruedo deportivo, y/o estadio de entretenimiento,
138 facilidad de entretenimiento, o arena/ruedo de entretenimiento antes de que
139 tenga vigor.

140
141 Parte 10. Si cualquier provisión de esta ordenanza o de su aplicación a
142 cualquier circunstancia o persona es declarada invalida, la invalidez no
143 afecta otras provisiones o aplicaciones de esta ordenanza que se pueden
144 ejecutar sin la provisión o aplicación invalida, y con este fin las provisiones
145 de esta ordenanza se declaran divisibles hasta el máximo permitido por la
146 ley.

147 Parte 11. Esta Ordenanza será vigente en la fecha en que sea aprobada por
148 la mayoría de los votantes de la Ciudad de Austin.
149

150 **PARTE 3.** La elección se efectuará durante las horas de las 7:00 a. m. a las 7:00
151 p.m. La dirección de los sitios principales de la votación anticipada y las direcciones
152 del correo postal de cada secretario de la votación anticipada se detallan en el
153 Adjunto A, que va adjuntado a lo presente y que se incorpora como parte de esta
154 ordenanza.

155 **PARTE 4.** Un sistema electrónico indicador directo de votación que se define en
156 el Título 8 del Código Electoral de Texas se usará para la votación anticipada y en
157 la votación el día de la elección. La estación central para contar votos se ubicará en
158 Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas

159 **PARTE 5.** El aviso de esta elección se hará fijando y publicando una copia de
160 esta ordenanza, en ambos, español e inglés. El aviso y una copia de esta ordenanza
161 será fijado, en ambos inglés y español en la oficina de la Secretaria de la Ciudad y
162 en el kiosco de avisos del Edificio Municipal (City Hall), a no más tardar del 21vo
163 día antes del día de la elección. El aviso de esta elección será publicado una vez,
164 en fecha que no sea anterior del 30vo día antes de la fecha de la elección ni más
165 tardar del 10mo día antes de la fecha de la elección en un periódico de circulación
166 general en la Ciudad de Austin.

167 **PARTE 6.** De acuerdo con el Capítulo 271 del Código Electoral de Texas, la
168 elección municipal especial del 5 de noviembre, 2019 se podrá llevar a cabo junto
169 con varias subdivisiones políticas que comparten territorio con la Ciudad de Austin,
170 y que estén efectuando elecciones en ese día. La Secretaria de la Ciudad podrá
171 tramitar y firmar convenios electorales con otras subdivisiones políticas para este
172 propósito y por lo presente se aprueban los términos indicados en dichos convenios.

173 **PARTE 7.** El Consejo determina que la necesidad de empezar inmediatamente
174 los preparativos requeridos para esta elección constituye una emergencia. Por dicha

176 emergencia, esta ordenanza tiene vigor inmediatamente al aprobarse para la
177 conservación inmediata del orden público, la salud y seguridad.

178 **VOTADO Y APROBADO**

179

180

181

182 8 de Agosto, 2019

183

184

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186

187 **APROBADO:**

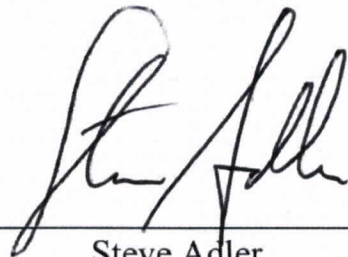


Anne L. Morgan
Procuradora de la Ciudad

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Steve Adler
Alcalde

CERTIFICO:



Jannette S. Goodall
Secretaria de la Ciudad

Exhibit A

Main Early Voting Location Information and Early Voting Clerk Mailing Addresses

November 5, 2019 Special Municipal Election

Main Early Voting Polling Locations:

Travis County: ACC Highland, 6101 Airport Boulevard, Austin, TX

Bastrop County: Bastrop County Courthouse Annex Building, 804 Pecan St., Bastrop, TX

Williamson County: Williamson County Inner Loop Annex, 301 SE Inner Loop, Suite 104, Georgetown, TX

Hays County: Government Center Conference Room, 712 S. Stagecoach Trail, San Marcos, TX

Early Voting: Monday, October 21, 2019 – Friday, November 1, 2019

Mailing Address for Ballots by Mail:

Ballots by Mail – Travis County

By Mail voters: P.O. 149325, Austin, Texas 78714-9325

By Contract Carriers/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Ballots by Mail – Bastrop County

By Mail voters: Bastrop County Courthouse Annex Building, 804 Pecan St., Bastrop, TX 78602

Ballots by Mail - Hays County

By Mail Voters: P.O. Box 907, San Marcos, TX 78666

Ballots by Mail – Williamson County

By Mail voters: P.O Box 209, Georgetown, TX 78627

ORDINANCE NO. 20190808-017

AN ORDINANCE ORDERING A SPECIAL ELECTION TO BE HELD IN THE CITY OF AUSTIN ON NOVEMBER 5, 2019 FOR THE PURPOSE OF SUBMITTING TO THE VOTERS A PROPOSED CITIZEN-INITIATED ORDINANCE REGARDING THE USE OF AUSTIN'S HOTEL OCCUPANCY TAX REVENUE.; PROVIDING FOR THE CONDUCT OF THE SPECIAL ELECTION; AUTHORIZING THE CITY CLERK TO ENTER INTO JOINT ELECTION AGREEMENTS WITH OTHER LOCAL POLITICAL SUBDIVISIONS AS MAY BE NECESSARY FOR THE ORDERLY CONDUCT OF THE ELECTION; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. The City received a petition, certified sufficient by the City Clerk on July 26, 2019, for a citizen-initiated ordinance that included a findings and purpose section, proposed amendments to the City Code regarding the use of Austin's Hotel Occupancy Tax revenue, and effectiveness and severability clauses.

PART 2. A special election shall be held in the City of Austin on November 5, 2019, to submit to the voters of the City the proposed citizen-initiated ordinance regarding the use of Austin's Hotel Occupancy Tax revenue. The ballot shall be prepared to permit voting "Yes" or "No" on the proposition:

Proposition B: Shall an ordinance be adopted that limits, beyond existing limits in state statute and city ordinance, the use of Austin's Hotel Occupancy Tax revenue, including the amount of Hotel Occupancy Tax revenue that may be used to construct, operate, maintain, or promote the Austin Convention Center; requires any private third-party entity managing such funds to comply with open meeting and public information laws applicable to the City; and requires voter approval for Convention Center improvements or expansions of more than \$20,000,000 at an election for which the City must pay.

PART 3: If the proposition provided in Part 1 is approved by a majority of voters voting at the election, the City Code is amended as indicated below with the findings and purpose appearing before Section 11-2-7 of the City Code, and the effectiveness and severability appearing after Section 11-2-9 of the City Code:

PART 1. Findings and Purpose:

(A) The City of Austin benefits significantly from cultural, heritage and

environmental tourism, which collectively generate the bulk of the revenue the City receives from the assessment of the Hotel Occupancy Tax; however, with too little support from the City of Austin, many of our local artists, musicians, performers and local business owners upon which Austin's cultural fabric is based are struggling to survive with Austin's growing costs of living and doing business.

- (B) In contrast, the Austin Convention Center's corporate meetings, conventions and events account for less than four percent (4%) of Austin's overnight visitors, yet Convention Center-related operations, management, construction and reserves consume over seventy percent (70%) of Austin's annual Hotel Occupancy Tax revenue.
- (C) The purpose of this ordinance is to re-prioritize Austin's investment of Hotel Occupancy Tax revenue to promote and support tourism that emphasizes and enhances Austin's diverse culture, heritage, environment and locally owned businesses.

PART 2. Section 11-2-7 of the Austin City Code is hereby repealed and replaced with the following provisions:

§11-2-7 ALLOCATION AND USE OF HOTEL OCCUPANCY TAX REVENUE

- (A) This section applies to all revenue, including interest and appreciation, derived from the Hotel Occupancy Tax and collected by the City of Austin, as authorized under state law.
- (B) The revenue derived from the Hotel Occupancy Tax shall be prioritized for activities and expenditures that will directly promote, support and enhance tourism that is focused on Austin's unique and diverse culture, arts and music, historic preservation, parks, environmental resources, and locally owned businesses (collectively the "Cultural Tourism Industry"). In furtherance of such objective, for each fiscal year, allocations of Hotel Occupancy Tax revenue shall be subject to the following constraints:
 - (1) Support for Cultural Arts. Not less than fifteen percent (15%) of the total annual Hotel Occupancy Tax revenue collected for each fiscal year shall be prioritized and allocated to the Cultural Arts Fund (or a similar fund established by the City Council), which may be used for purposes described under Section 351.101(a)(4) of the Texas Tax Code.
 - (2) Support for Historic Preservation. Not less than fifteen percent (15%) of the total annual Hotel Occupancy Tax revenue collected for each fiscal

year shall be prioritized and allocated to the Historic Preservation Fund (or a similar fund established by the City Council), which may be used for purposes described under Section 351.101(a)(5) of the Texas Tax Code.

- (3) Convention Center Expenditure Cap. The total annual allocation of Hotel Occupancy Tax revenue used for Convention Center Expenditures shall be limited to the greater of (i) an amount equal to five (5) times the Convention Center's Earned HOT Revenue or (ii) thirty-four percent (34%) of the total annual Hotel Occupancy Tax revenue collected for each fiscal year. For purposes of this ordinance, (a) the "Convention Center's Earned HOT Revenue" shall be deemed to be the total local Hotel Occupancy Tax revenue generated solely from documented hotel room rentals by convention delegates and registrants of events held at the Convention Center during the prior fiscal year; and (b) "Convention Center Expenditures" shall include but are not limited to the following: (1) the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of Convention Center facilities within the Central Business District; (2) the city's provision of facilities, personnel, and materials for the registration of convention delegates or registrants; and (3) the marketing, selling, and servicing of convention services. Funds related to Convention Center Expenditures shall be allocated to the Convention Center Capital Improvement Project Fund (or a similar fund established by the City Council).
- (4) Prioritization of Remaining Funds. The remainder of the total annual Hotel Occupancy Tax revenue collected for each fiscal year shall be allocated to support and enhance Austin's Cultural Tourism Industry through methods consistent with state law, including but not limited to, (a) advertising and conducting solicitations and promotional programs to attract cultural tourists to diverse, geographically dispersed parts of the City; (b) constructing, operating and maintaining a transportation system that could help connect cultural tourists from hotels in and near the City to downtown and other commercial centers with high concentrations of locally owned businesses and tourist attractions, as authorized under Section 351.110 of the Texas Tax Code; and (c) constructing, maintaining and operating cultural tourist venues, such as multipurpose, performing arts, and live music venues, as authorized under Chapter 334 of the Texas Local Government Code or other applicable law.
- (C) Without limitation to the above, a tax authorized under Chapter 334 (*Sports and Community Venues*), Subchapter H (*Hotel Occupancy Taxes*) of the

Texas Local Government Code shall be subject to the limitations of subsection (B)(3) above.

- (D) Notwithstanding anything in this section, any remaining amounts from past collections of Hotel Occupancy Revenue that have accumulated in the Convention Center Capital Improvement Project Fund and/or its reserves prior to May 1, 2019, may be spent retiring previously issued, voter-approved debt for the convention center as it existed on May 1, 2019. In the event that such funds are used to pay down previously issued convention center debt earlier than otherwise required, the payments of such debt may exceed the limits prescribed under Section 11-2-7(B)(3) above.

PART 3. Title 11 of the Austin City Code is amended to add a new Section 11-2-8 to read as follows:

§11-2-8 CONVENTION CENTER IMPROVEMENT AND EXPANSION

- (A) For purposes of this ordinance, the term "Convention Center" shall refer to any facility built, operated or managed using Hotel Occupancy Tax revenue that is used primarily to host conventions or other corporate events or meetings, and such term expressly excludes facilities used primarily for purposes related to cultural arts, education, and historic preservation.
- (B) Except as provided in this section, any construction, expansion, redesign, reconfiguration or remodel of a Convention Center which costs in excess of twenty million dollars (\$20,000,000), whether via direct expenditure or an obligation incurred through debt financing, shall require voter approval by ballot measure at the next required uniform election date. The aforementioned twenty-million dollar cap shall include all total aggregate costs of improvements made to a Convention Center over any given forty-eight (48) month period of time. Such amount shall be modified each year with the adoption of the budget with an appropriate index to adjust for inflation.
- (C) No Convention Center may, without voter approval, be constructed, expanded, redesigned, reconfigured or remodeled in any manner that would remove real property from the tax rolls of the City of Austin or another taxing jurisdiction, such as the Austin Independent School District or other applicable school district.
- (D) Not less than ninety (90) days prior to an election required under subsections (B) or (C) above, the City shall publish and distribute to the public an objective analysis of the total estimated 30-year costs of such expansion, redesign, reconfiguration or remodel, which analysis shall

include, among other appropriate information, (a) the potential lost property tax revenue over such period to all relevant taxing jurisdictions resulting from the property's removal from the tax rolls, (b) all historic expenditures of City revenues for the construction, operation, maintenance and debt service for the convention center over the prior twenty (20) year period; and (c) the total projections for construction, operation, maintenance and debt service for the convention center facility to be improved for the full period of any contemplated bonded indebtedness that would be authorized by such election.

PART 4. Title 11 of the Austin City Code is amended to add a new Section 11-2-9 to read as follows:

§11-2-9 ADDITIONAL REQUIREMENTS FOR USE OF HOTEL OCCUPANCY TAX REVENUE

- (A) The City shall be prohibited from contracting with an entity to manage or supervise programs and activities funded by Hotel Occupancy Tax revenue, as authorized under Section 351.101(c) of the Texas Tax Code, unless such entity agrees to be bound to the provisions of this ordinance. For purposes of this ordinance, such contracted entity shall be referred to as a "Convention and Visitors Bureau".
- (B) Any Convention and Visitors Bureau that uses Hotel Occupancy Tax revenue shall comply with all open government and public information laws that are applicable to a City of Austin department, as if they are operating as a City of Austin department. All public information requests submitted to a Convention and Visitors Bureau shall be processed and administered through the City's Public Information Office.
- (C) Under no circumstance shall Hotel Occupancy Tax revenue be used to lobby directly or indirectly any governmental entity or official, whether state or local, nor be used to support or oppose a candidate or ballot measure.
- (D) Prior to each year's allocation of Hotel Occupancy Tax revenue, any Convention and Visitors Bureau that uses Hotel Occupancy Tax revenue shall be required to prepare a report using the City's Equity Assessment Tool to ensure that budget and planning decisions are being made in ways that are reducing racial and geographic disparities, promoting service level equity, and increasing accessibility.
- (E) Any construction project using Hotel Occupancy Tax revenue shall (i)

comply with all then-current environmental regulations of the Austin City Code, without variance or waiver; (ii) achieve sustainable-building best practices superior to those required for LEED™ Gold certification, and (iii) incorporate elements of green infrastructure (such as green roofs and vertical gardens), on-site (building-scale) alternative water use features (such as methods that harvest rainwater, stormwater, blackwater and air conditioning (AC) condensate), recycled construction materials, facilities for diversion of recyclables and organics in building operations, and amenities that support active transportation (such as showers, tree shading and bike cages).

PART 5. Effectiveness and Severability:

- (A) The effective date of this ordinance shall be the earlier of (i) ten (10) days after the date of its final passage by the Austin City Council, as prescribed under Article IV, Section 4(a) of the Austin City Charter or (ii) the date upon which the results of an election required under Article IV, Section 4(b) are canvassed. This ordinance shall apply to all uses of the Hotel Occupancy Tax, regardless of the effective date of any City contract or action.
- (B) If any section, paragraph, clause, or provision of this ordinance is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance, and to this end, the provisions of this ordinance are declared to be severable. This ordinance shall supersede the Austin City Code to the extent there are any conflicts.

PART 4. The election shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The address of the main early voting locations and the mailing address of each of the early voting clerks are detailed in Exhibit A, attached and incorporated as a part of this ordinance.

PART 5. A direct electronic recording voting system, as the term is defined in Title 8 of the Texas Election Code, shall be used for early voting and for voting conducted on election day. The central counting station is established at the Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

PART 6. Notice of this election shall be given by posting and publishing a copy of this ordinance in both English and Spanish. The notice and a copy of this ordinance shall be posted, in both English and Spanish, in the office of the City Clerk and at the City Hall notice kiosk not later than the 21st day before election day. Notice of

this election shall be published one time, not earlier than the 30th day before the date of the election or later than the 10th day before the date of the election, in a newspaper of general circulation in the City of Austin.

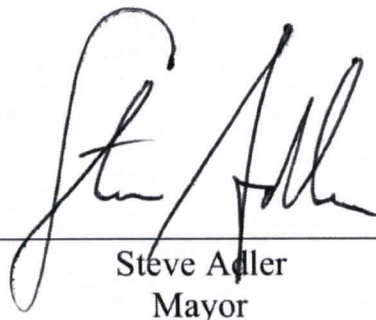
PART 7. In accordance with Chapter 271 of the Texas Election Code, the November 5, 2019 municipal special election may be held jointly with the various political subdivisions that share territory with the City of Austin and that are holding elections on that day. The City Clerk may enter and sign joint election agreements with other political subdivisions for this purpose, and their terms as stated in the agreements are hereby adopted.

PART 8. The Council finds that the need to immediately begin required preparations for this election constitutes an emergency. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

PASSED AND APPROVED


_____, 2019

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§
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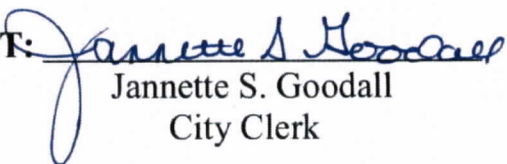
Steve Adler
Mayor

APPROVED:



Anne L. Morgan
City Attorney

ATTEST:



Jannette S. Goodall
City Clerk

Exhibit A

Main Early Voting Location Information and Early Voting Clerk Mailing Addresses

November 5, 2019 Special Municipal Election

Main Early Voting Polling Locations:

Travis County: ACC Highland, 6101 Airport Boulevard, Austin, TX

Bastrop County: Bastrop County Courthouse Annex Building, 804 Pecan St., Bastrop, TX

Williamson County: Williamson County Inner Loop Annex, 301 SE Inner Loop, Suite 104, Georgetown, TX

Hays County: Government Center Conference Room, 712 S. Stagecoach Trail, San Marcos, TX

Early Voting: Monday, October 21, 2019 – Friday, November 1, 2019

Mailing Address for Ballots by Mail:

Ballots by Mail – Travis County

By Mail voters: P.O. 149325, Austin, Texas 78714-9325

By Contract Carriers/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Ballots by Mail – Bastrop County

By Mail voters: Bastrop County Courthouse Annex Building, 804 Pecan St., Bastrop, TX 78602

Ballots by Mail - Hays County

By Mail Voters: P.O. Box 907, San Marcos, TX 78666

Ballots by Mail – Williamson County

By Mail voters: P.O Box 209, Georgetown, TX 78627

1 **ORDENANZA NUM. 20190808-017**

2 **ORDENANZA PARA CONVOCAR UNA ELECCIÓN ESPECIAL EL 5 DE**
3 **NOVIEMBRE, 2019 CON EL PROPÓSITO DE SOMETER A LOS**
4 **VOTANTES UNA ORDENANZA INICIADA POR LOS CIUDADANOS**
5 **TOCANTE EL USO DE INGRESOS DEL IMPUESTO HOTELERO SOBRE**
6 **HOSPEDAJE DE AUSTIN; PARA DISPONER QUE SE LLEVE A CABO LA**
7 **ELECCIÓN ESPECIAL; AUTORIZAR A LA SECRETARIA DE LA**
8 **CIUDAD PARA QUE TRAMITE LOS CONVENIOS DE LA ELECCIÓN**
9 **CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS LOCALES, QUE**
10 **SEAN NECESARIOS PARA LA ADMINISTRACIÓN ORDENADA DE LA**
11 **ELECCIÓN; Y PARA DECLARAR QUE EXISTE UNA EMERGENCIA.**

12 **ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE AUSTIN:**

13 **PARTE 1.** La Ciudad ha recibido una petición, que la Secretaria de la Ciudad ha
14 certificado ser suficiente el 26 de julio, 2019, para proponer una ordenanza iniciada
15 por los ciudadanos que incluyó sección de determinaciones y propósito, enmiendas
16 propuestas al Código de la Ciudad tocante el uso de ingresos del Impuesto Hotelero
17 Sobre Hospedaje de Austin, y clausulas de vigencia y divisibilidad.

18 **PARTE 2.** Una elección especial se llevará a cabo en la Ciudad de Austin el 5 de
19 noviembre, 2019, para someter a los votantes de la Ciudad la ordenanza propuesta
20 iniciada por los ciudadanos tocante el uso de ingresos del Impuesto Hotelero Sobre
21 Hospedaje de Austin. La boleta se preparará para permitir el voto de "Sí" o "No"
22 sobre la proposición:

23 Proposición B: ¿Será adoptada una ordenanza que limite, más allá de los límites
24 existentes en estatutos estatales y ordenanza de la ciudad, el uso de ingresos del
25 Impuesto Hotelero sobre Hospedaje de Austin, incluyendo la cantidad de ingresos
26 del Impuesto Hotelero sobre Hospedaje que se podría usar para construir, operar,
27 mantener, o promover el Austin Convention Center; requiere que cualquier entidad
28 privada de tercera parte que administre dichos fondos cumpla con las leyes de
29 reuniones abiertas al público y de información al público aplicables a la Ciudad; y
30 requiere aprobación de los votantes tocante las mejoras o expansiones del
31 Convention Center cuando sean más de \$20,000,000 en una elección que la Ciudad
32 deberá pagar?

33
34 **PARTE 3:** Si la proposición proporcionada en la Parte I es aprobada por la mayoría
35 de los votantes que voten en la elección, el Código de la Ciudad será enmendado de

acuerdo con lo indicado abajo con las determinaciones y el propósito que aparecen anterior a la Sección 11-2-7 del Código de la Ciudad, y la vigencia y divisibilidad aparecerán después de la Sección 11-2-9 del Código de la Ciudad:

PARTE 1. Determinaciones y Propósito:

(A) La Ciudad de Austin recibe beneficios significantes del turismo cultural, patrimonial, y ambiental, que colectivamente generan la mayor parte de ingresos que la Ciudad recibe del Impuesto Hotelero Sobre Hospedaje de Austin; sin embargo, como reciben poco apoyo de la Ciudad de Austin, muchos de nuestros artistas, músicos, actores, y comercios locales que son la base de la cultura en Austin, luchan para sobrevivir debido a aumentos en el costo de vivir en Austin y el costo de sostener comercios.

(B) Al contrario, el Centro de Convenciones de Austin (en inglés, Austin Convención Center) con sus reuniones corporativas, convenciones y eventos solo genera menos del cuatro por ciento (4%) de los visitantes que pernoctan (pasan la noche) en Austin, y aun así las operaciones, administración, construcción y reservas del centro de convenciones utilizan anualmente más del setenta por ciento (70%) de ingresos del Impuesto Hotelero Sobre Hospedaje de Austin.

(C) El propósito de esta ordenanza es re-priorizar la inversión de ingresos del Impuesto Hotelero Sobre Hospedaje de Austin favoreciendo la promoción y apoyo del turismo que enfoca y realza las diversas culturas en Austin, su patrimonio, sus aspectos ambientales, y sus comercios locales.

PARTE 2. Sección 11-2-7 del Código de la Ciudad de Austin por lo presente es revocado y reemplazado con las siguientes provisiones:

§11-2-7 ASIGNACIÓN Y USO DE INGRESOS DEL IMPUESTO HOTELERO SOBRE HOSPEDAJE

(A) Esta sección aplica a todos los ingresos, incluyendo interés y apreciación, derribados del Impuesto Hotelero Sobre Hospedaje y recaudado por la Ciudad de Austin de acuerdo con la autorización bajo la ley estatal.

(B) Ingresos del Impuesto Hotelero Sobre Hospedaje serán priorizados para actividades y gastos que directamente fomentan, apoyan, y realzan el turismo enfocado en la diversidad cultural única en Austin, en el arte, música, preservación histórica, los parques, recursos ambientales, y en comercios locales (colectiva de "Industria de Turismo Cultural"). Para impulsar dicho objetivo, en cada año fiscal, asignaciones de ingresos del Impuesto Hotelero Sobre Hospedaje serán sujetos a las siguientes

72 restricciones:

73 (1) Apoyo para las Artes Culturales. No menos del quince por ciento (15%)
74 de ingresos totales anuales del Impuesto Hotelero Sobre Hospedaje
75 recaudado cada año fiscal será priorizado y asignado al Fondo de Artes
76 Culturales (o algún fondo similar instituido por el Consejo de la Ciudad),
77 que se podría usar para los propósitos descritos bajo la sección
78 351.101(a)(4) del Código de Impuestos de Texas.

79 (2) Apoyo para la Preservación Histórica. No menos del quince por ciento
80 (15%) de ingresos anuales totales del Impuesto Hotelero Sobre
81 Hospedaje recaudado cada año fiscal será priorizado y asignado al Fondo
82 de Preservación Histórica (o algún fondo similar instituido por el Consejo
83 de la Ciudad), que se podría usar para los propósitos descritos bajo la
84 sección 351.101(a)(5) del Código de Impuestos de Texas.

85 (3) Límite en Gastos del Centro de Convenciones. La asignación anual total
86 de ingresos del Impuesto Hotelero Sobre Hospedaje usado para gastos
87 del Centro de Convenciones será limitada a lo que sea más de (i) una
88 cantidad que equivale a cinco (5) veces de la cantidad de ingresos
89 generados en Impuestos Hoteleros Sobre Hospedaje (por sus siglas en
90 inglés, HOT) por el Centro de Convenciones o (ii) treinta y cuatro (34%)
91 de los ingresos anuales totales del Impuesto Hotelero Sobre Hospedaje
92 recaudado para cada año fiscal. Para los propósitos de esta ordenanza,
93 (a) "Ingresos de HOT Generados por el Centro de Convenciones" serán
94 los ingresos totales del Impuesto Hotelero Sobre Hospedaje local que son
95 generados solamente y documentados cuando las habitaciones hoteleras
96 son rentadas por delegados participando en convenciones y por personas
97 registradas en eventos celebrados en el Centro de Convenciones durante
98 el año fiscal previo; y (b) "Gastos del Centro de Convenciones" incluirán
99 pero no se limitan a lo siguiente: (1) construcción, mejoras, ampliación,
100 equipamiento, reparaciones, operaciones, y mantenimiento de las
101 facilidades del Centro de Convenciones ubicadas dentro del Distrito
102 Central Comercial; (2) facilidades, personal, y materiales provistos por
103 la ciudad para registrar delegados o personas que se registren para
104 convenciones; y (3) marketing/promoción, ventas, y provisión de
105 servicios para convenciones. Fondos relacionados con Gastos del Centro
106 de Convenciones serán asignados al Fondo de Proyectos de Mejoras
107 Capitales del Centro de Convenciones (en inglés, Convention Center
108 Capital Improvement Project Fund) (o un fondo similar instituido por el
109 Consejo de la Ciudad).

110 (4) Priorización de los Fondos Restantes. El resto de los ingresos anuales
111 totales del Impuesto Hotelero Sobre Hospedaje recaudado cada año fiscal
112 será asignado para apoyar y realzar la Industria Turística Cultural de
113 Austin usando métodos de acuerdo con la ley estatal, incluyendo pero sin
114 limitarse a, (a) publicidad y mediante solicitudes y programas
115 promocionales para atraer turistas culturales a diversas partes geográficas
116 de la Ciudad; (b) construir, operar y mantener sistema de transportación
117 que facilite la conexión de turistas culturales hospedados en hoteles en
118 las cercanías de la Ciudad y los que se hospeden en la Ciudad para traerlos
119 al centro de la Ciudad y a otros centros comerciales con principales
120 concentraciones de comercios locales y atracciones turísticas, de acuerdo
121 con la autorización de la Sección 351.110 del Código de Impuestos de
122 Texas; y (c) construir, mantener, y operar facilidades culturales
123 turísticas tales como centros de múltiples usos, centros para las artes
124 teatrales, y ámbitos para música en vivo, bajo autoridad del Capítulo 334
125 del Código Gubernamental Local de Texas u otras leyes aplicables.

126 (C) Sin limitarse a lo antes mencionado, un impuesto autorizado bajo el
127 Capítulo 334 (*Ámbitos para Deportes y Eventos Comunitarios*),
128 Subcapítulo H (*Impuesto Hotelero Sobre Hospedaje*) del Código
129 Gubernamental Local será sujeto a las limitaciones de la subsección (B)(3)
130 antes mencionada.

131 (D) No obstante, materia en esta sección, cualquier cantidad restante de
132 recaudaciones pasadas de ingresos del Impuesto Hotelero Sobre Hospedaje
133 que se hayan acumulado en el Fondo de Proyectos de Mejoras Capitales del
134 Centro de Convenciones (Convención Center Capital Improvement Project
135 Fund) y/o en sus reservas anterior al 1 de mayo, 2019, se podrá gastar en
136 pagar la deuda por emisiones previamente aprobadas por los votantes para
137 el centro de convenciones que existía en la fecha del 1 de mayo 2019. En
138 caso de que dichos fondos se usen para pagar la deuda del centro de
139 convenciones antes de lo requerido, los pagos de dicha deuda podrán
140 exceder los límites prescritos bajo la Sección 11-2-7(B)(3) indicada arriba.

141 PARTE 3. Título 11 del Código de la Ciudad de Austin se enmienda para agregar
142 una nueva Sección 11-2-8 que deberá decir lo siguiente:

143 §11-2-8 MEJORAS Y EXPANSIÓN DEL CENTRO DE CONVENCIONES

144 (A) Para los propósitos de esta ordenanza, el término “Centro de
145 Convenciones” se refiere a cualquier facilidad construida, operada,
146 o administrada con ingresos del Impuesto Hotelero de Hospedaje
147 que se usa principalmente para convenciones u otros eventos

corporativos o reuniones, y tal término expresivamente excluye facilidades que se usan principalmente para propósitos relacionados con las artes culturales, la educación, y la preservación histórica.

(B) Excepto con lo provisto en esta sección, cualquier construcción, expansión, nuevo diseño, nueva configuración o remodelación de un Centro de Convenciones con costos que exceden veinte millones de dólares (\$20,000,000), ya sea en gasto directo o en alguna obligación incurrida por financiación de deuda, deberá requerir aprobación de los votantes en boleta electoral en la próxima fecha uniforme de elecciones indicada. El límite ya mencionado de veinte millones de dólares incluirá el total del costo agregado de las mejoras al Centro de Convenciones en cualquier periodo de cuarenta y ocho (48) meses. Dicha cantidad será modificada cada año con la adopción del presupuesto con un índice apropiado para ajustarlo a la inflación.

(C) Ningún Centro de Convenciones podrá sin aprobación de los votantes, ser construir, expandido, rediseñado, reconfigurado o remodelado en ninguna manera que resultaría en remover bienes raíces del registro de contribuyentes de impuestos de la Ciudad de Austin o de alguna otra jurisdicción que recauda impuestos como el distrito escolar independiente de Austin (en inglés, Austin Independent School District) u otro distrito escolar aplicable.

(D) En no menos de noventa (90) días antes de alguna elección requerida bajo las subsecciones (B) o (C) arriba, la Ciudad publicará y distribuirá al público un análisis objetivo del costo estimado en periodo de 30-años destinado a dicha expansión, rediseño, reconfiguración o remodelación, y dicho análisis incluirá, junto con otra información apropiada, (a) los ingresos de impuestos de propiedad no recaudados en dicho periodo de tiempo por todas las jurisdicciones que recaudan los impuestos y que serían impactadas por las propiedades que serían eliminadas de las listas de contribuyentes, (b) un historial de todo gasto de ingresos de la Ciudad para la construcción, operación, mantenimiento y servicio de la deuda para el Centro de Convenciones en el periodo de veinte (20) años anteriores; y (c) las proyecciones totales de la construcción, operación, mantenimiento, y servicio de la deuda para el Centro de Convenciones que se ha de mejorar durante el periodo entero de cualquier financiación por deuda que se ha de autorizar en dicha elección.

PARTE 4. Título 11 del Código de la Ciudad de Austin se enmienda para agregar una nueva Sección 11-2-9 que deberá decir lo siguiente:

§11-2-9 REQUISITOS ADICIONALES PARA USO DE INGRESOS DEL IMPUESTO HOTELERO SOBRE HOSPEDAJE

- (A) Será prohibido que la Ciudad contrate con una entidad para administrar o supervisar programas y actividades financiadas con ingresos del Impuesto Hotelero Sobre Hospedaje, autorizado bajo la Sección 351.101(c) del Código de Impuestos de Texas, a no ser que dicha entidad acepte cumplir con las provisiones de esta ordenanza. Para los fines de esta ordenanza, dicha entidad contratada será referida con el nombre de "Convention and Visitors Bureau."
- (B) Cualquier Convención and Visitors Bureau que use ingresos del Impuesto Hotelero Sobre Hospedaje deberá cumplir con todas las leyes de gobierno abierto y de información al público que sean aplicables a todo departamento de la Ciudad de Austin, como si fuera administrado como departamento de la Ciudad de Austin. Toda solicitud de información que el público someta al Convención and Visitors Bureau será procesada y administrada en la Oficina de Información al Público de la Ciudad de Austin.
- (C) En ninguna circunstancia se usarán ingresos del Impuesto Hotelero Sobre Hospedaje para cabildear directa o indirectamente a alguna entidad gubernamental u oficial, ya sea estatal, local, ni se podrá usar para apoyar u oponer a ningún candidato ni proposiciones presentadas en boletas electorales.
- (D) Anterior a la asignación anual de ingresos del Impuesto Hotelero Sobre Hospedaje, la entidad que actúe como Convention and Visitors Bureau y que utilice ingresos del Impuesto Hotelero Sobre Hospedaje tendrá obligación de preparar un informe usando la Herramienta de Evaluación de Equidad (en inglés, Equity Assessment Tool) de la Ciudad para asegurar que el presupuesto y las decisiones de planeación se hayan elaborado con el fin de reducir disparidades raciales y geográficas, promoviendo la equidad en todo nivel de servicios, y aumentando la accesibilidad.
- (E) Todo proyecto de construcción con ingresos del Impuesto Hotelero Sobre Hospedaje deberá (i) cumplir con toda regulación ambiental existente en el Código de la Ciudad de Austin, sin varianza ni exención; (ii) lograr las mejores prácticas en construcción sustentable que sean superiores a las que se requiere para LEED™ Gold certificación, y (iii)

incorporar elementos de infraestructura verde (tales como techos verdes y jardines verticales), en el sitio tener (a escala del edificio) elementos para alternativos en el uso del agua (tales como recogido de agua de lluvias, aguas de tormentas, aguas residuales, y condensado de (AC) refrigeración, materiales de construcción reciclados, facilidades para la desviación de reciclables y de orgánicos en las operaciones del edificio, y comodidades que apoyan la transportación activa (tales como duchas, árboles de sombra, y jaulas para bicicletas/bicicletero).

PARTE 5. Vigencia y Divisibilidad:

(A) La fecha de vigor de esta ordenanza será la más anterior a (i) diez (10) días después de la fecha de su aprobación final por el Consejo de la Ciudad de Austin, de acuerdo con disposiciones del Artículo IV, Sección 4(a) de la Carta de la Ciudad de Austin City o (ii) la fecha en que los resultados de la elección requerida bajo el Artículo IV, Sección 4(b) sean repasados. Esta ordenanza aplicará a todos los usos del Impuesto Hotelero Sobre Hospedaje, independientemente de la fecha de vigor de cualquier contrato o acción de la Ciudad.

(B) Si cualquier sección, párrafo, cláusula, o disposición de esta ordenanza por alguna razón se determina ser invalida, inexigible, la invalidéz o inexigibilidad de dicha sección, párrafo, cláusula, o disposición no afectará ninguna de las disposiciones restantes de esta ordenanza, y para este fin, las disposiciones de esta ordenanza serán divisibles. Esta ordenanza prevalecerá sobre el Código de la Ciudad de Austin en caso de haber contradicciones.

PARTE 4. La elección se llevará a cabo durante las horas de las 7:00 a. m. a las 7:00 p.m. La dirección de los sitios principales de la votación anticipada y las direcciones del correo postal de cada secretario de la votación anticipada se detallan en el Adjunto A, que va adjuntado a lo presente y que se incorpora como parte de esta ordenanza.

PARTE 5. Un sistema electrónico indicador directo de votación que se define en el Título 8 del Código Electoral de Texas se usará para la votación anticipada y en la votación el día de la elección. La estación central para contar votos se ubicará en Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas

PARTE 6. El aviso de esta elección se hará fijando y publicando una copia de esta ordenanza, en ambos, español e inglés. El aviso y una copia de esta ordenanza será fijado, en ambos inglés y español en la oficina de la Secretaria de la Ciudad y en el kiosco de avisos del Edificio Municipal (City Hall), a no más tardar del 21vo día antes del día de la elección. El aviso de esta elección será publicado una vez, en fecha que no sea anterior del 30vo día antes de la fecha de la elección ni más tardar del 10mo día antes de la fecha de la elección en un periódico de circulación general en la Ciudad de Austin.

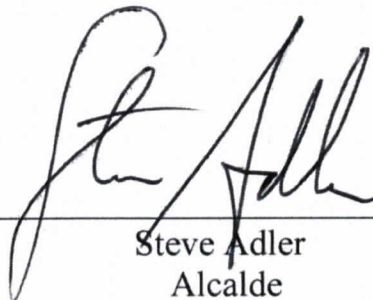
PARTE 7. De acuerdo con el Capítulo 271 del Código Electoral de Texas, la elección municipal especial del 5 de noviembre, 2019 se podrá llevar a cabo junto con varias subdivisiones políticas que comparten territorio con la Ciudad de Austin, y que estén efectuando elecciones en ese día. La Secretaria de la Ciudad puede tramitar y firmar convenios electorales con otras subdivisiones políticas para este propósito, y por lo presente se aprueban los términos indicados en dichos convenios.

PARTE 8. El Consejo determina que la necesidad de empezar inmediatamente los preparativos requeridos para esta elección constituye una emergencia. Por dicha emergencia, esta ordenanza tiene vigor inmediatamente al aprobarse para la conservación inmediata del orden público, la salud y seguridad.


VOTADO Y APROBADO

8 de Agosto, 2019

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Steve Adler
Alcalde

APROBADO:


Anne L. Morgan
Procuradora de la Ciudad

CERTIFICO:



Jannette S. Goodall
Secretaria de la Ciudad

Exhibit A

Main Early Voting Location Information and Early Voting Clerk Mailing Addresses

November 5, 2019 Special Municipal Election

Main Early Voting Polling Locations:

Travis County: ACC Highland, 6101 Airport Boulevard, Austin, TX

Bastrop County: Bastrop County Courthouse Annex Building, 804 Pecan St., Bastrop, TX

Williamson County: Williamson County Inner Loop Annex, 301 SE Inner Loop, Suite 104, Georgetown, TX

Hays County: Government Center Conference Room, 712 S. Stagecoach Trail, San Marcos, TX

Early Voting: Monday, October 21, 2019 – Friday, November 1, 2019

Mailing Address for Ballots by Mail:

Ballots by Mail – Travis County

By Mail voters: P.O. 149325, Austin, Texas 78714-9325

By Contract Carriers/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Ballots by Mail – Bastrop County

By Mail voters: Bastrop County Courthouse Annex Building, 804 Pecan St., Bastrop, TX 78602

Ballots by Mail - Hays County

By Mail Voters: P.O. Box 907, San Marcos, TX 78666

Ballots by Mail – Williamson County

By Mail voters: P.O Box 209, Georgetown, TX 78627

ORDINANCE NO. 20190826-001

AN ORDINANCE AMENDING ORDINANCE NO. 20190808-017 TO AMEND BALLOT LANGUAGE FOR A SPECIAL MUNICIPAL ELECTION ON THE USE OF AUSTIN'S HOTEL OCCUPANCY TAX REVENUE; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. Through its adoption of Ordinance No. 20190808-017 on August 8, 2019, the City Council adopted ballot language for Proposition B, regarding the use of Austin's Hotel Occupancy Tax revenue.

PART 2. A suit was filed in the Third Court of Appeals on August 16, 2019 challenging the ballot language for Proposition B.

PART 3. The Third Court of Appeals issued its opinion on August 22, 2019, directing the City to modify the ballot language by (1) deleting the phrase "at an election for which the city must pay"; and (2) adding information to inform voters that the proposed ordinance would require the City to prioritize the spending of hotel-occupancy tax revenue on cultural arts, historic preservation, and "Austin's Cultural Tourism Industry," to the potential exclusion of other allowable uses under the Tax Code.

PART 4. Pursuant to that direction, Ordinance No. 20190808-017 is amended to alter the ballot language of Proposition B to permit voting "Yes" or "No" on the proposition:


Proposition B: Shall an ordinance be adopted that prioritizes the use of Austin's Hotel Occupancy Tax revenue by continuing the City practice to spend 15% of the Austin Hotel Occupancy Tax revenue on cultural arts and 15% on historic preservation, limiting the City's spending to construct, operate, maintain, or promote the Austin Convention Center to 34% of Austin's Hotel Occupancy Tax revenue, and requiring all remaining Hotel Occupancy Tax revenue to support and enhance Austin's Cultural Tourism Industry to the potential exclusion of other allowable uses under the Tax code; and requires the City to obtain voter approval and public oversight for convention-center improvement and expansion costing more than \$20,000,000.

PART 5. Council finds that the need to adopt new ballot language constitutes an emergency. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

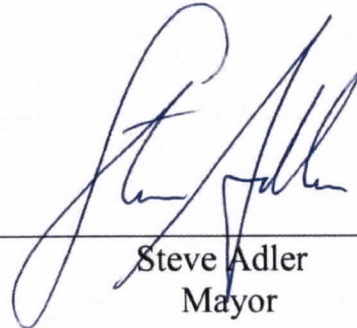
PASSED AND APPROVED

__August 26__ 2019

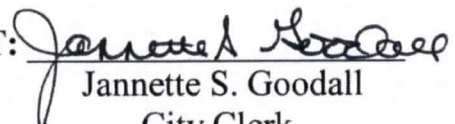
APPROVED:


Anne Morgan
City Attorney

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Steve Adler
Mayor

ATTEST:


Jannette S. Goodall
City Clerk

ORDENANZA NÚM. 20190826-001

ORDENANZA PARA ENMENDAR LA ORDENANZA NÚM. 20190808-017 CON ENMIENDAS AL LENGUAJE DE LA BOLETA PARA LA ELECCIÓN MUNICIPAL ESPECIAL TOCANTE EL USO DE INGRESOS DEL IMPUESTO HOTELERO SOBRE HOSPEDAJE DE AUSTIN; Y PARA DECLARAR QUE EXISTE UNA EMERGENCIA.

ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE AUSTIN:

PARTE 1. Con su adopción de la Ordenanza Núm. 20190808-017 el 8 de agosto, 2019, el Consejo de la Ciudad aprobó lenguaje para la Boleta de la Proposición B tocante el uso de ingresos del Impuesto Hotelero Sobre Hospedaje de Austin.

PARTE 2. Se presentó una demanda legal en el Tercer Tribunal de Apelaciones el 16 de agosto, 2019 con objeción al lenguaje de la boleta para la Proposición B.

PARTE 3. El Tercer Tribunal de Apelaciones emitió su opinión el 22 de Agosto, 2019, indicando que la Ciudad deberá modificar el lenguaje de la boleta con (1) eliminando la frase “en una elección que la Ciudad deberá pagar”; y (2) agregando información para informar a votantes que la ordenanza propuesta requerirá que la Ciudad priorice el gasto de ingresos del impuesto hotelero sobre hospedaje en las artes culturales, preservación histórica, y en “la Industria de Turismo Cultural de Austin,” con el potencial de excluir otros usos permitidos bajo el Código de Impuestos.

PARTE 4. De acuerdo con dicha orden, la Ordenanza Núm. 20190808-017 se enmienda modificando el lenguaje de la boleta de la Proposición B para que permita el voto de “Sí” o “No” sobre la proposición:

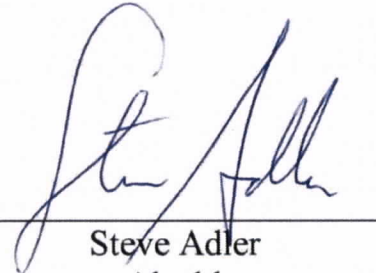
Proposición B: Será adoptada una ordenanza que priorice el uso de ingresos del Impuesto Hotelero Sobre Hospedaje de Austin continuando la práctica de la Ciudad de gastar 15% de los ingresos del Impuesto Hotelero Sobre Hospedaje de Austin en las artes culturales y 15% en preservación histórica, limitando gastos de la Ciudad para construir, operar, mantener, o promover el Austin Convention Center a 34% de ingresos del Impuesto Hotelero Sobre Hospedaje de Austin, y requerir que todos los ingresos restantes del Impuesto Hotelero Sobre Hospedaje sean para apoyar y realzar la Industria de Turismo Cultural de Austin con el potencial de excluir otros usos permitidos bajo el Código de Impuestos; y requiere que la Ciudad obtenga aprobación de los votantes y supervisión del público para gastos de mejoras y expansión del centro de convenciones que cuesten más de \$20,000,000.

PARTE 5. El Consejo determina que la necesidad de adoptar nuevo lenguaje para la boleta constituye una emergencia. Por dicha emergencia, esta ordenanza tiene vigor inmediatamente al aprobarse para la conservación inmediata del orden público, la salud y seguridad.

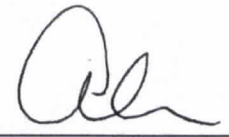
VOTADO Y APROBADO

__26 de Agosto__ 2019

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Steve Adler
Alcalde

APROBADO:


Anne Morgan
Procuradora de la Ciudad

CERTIFICO:

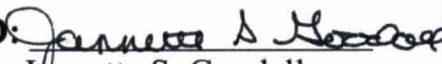

Jannette S. Goodall
Secretaria de la Ciudad

Exhibit C. Election Day Polling Places



DANA DEBEAUVOR,
COUNTY CLERK

Travis County Election Day Vote Centers

Tuesday, November 5, 2019 (by precinct)

Sitios de Votación del Condado de Travis para el Día de Elección, martes 5 de noviembre, 2019 (por precinto)

subject to change

Polls are open 7 am - 7 pm; Horas de Servicio 7 am - 7 pm


VOTE CENTER ELECTION Elección de Centros de Votación On Election Day, eligible Travis County VOTERS MAY VOTE AT ANY of the locations listed on this page. Voters are NOT limited to only voting in the precinct where they are registered to vote. En el día de elección votantes elegibles del Condado de Travis podrán votar en cualquier sitio indicado en esta página. Votantes tienen más opciones en dónde votar, sin limitarse al precinto en donde están registrados para votar.

Pct.	Polling Station	Address	City	Zip	Combined Precincts	Pct.	Polling Station	Address	City	Zip	Combined Precincts
101	Dailey Middle School	14000 Westall St	Austin	78725	114, 115, 116, 119, 120, 138	210	O Henry Middle School	2610 W 10th St	Austin	78703	251
105	Manor ISD Admin Building	10335 Hwy 290	Manor	78653		211	St Mark United Methodist	601 W Braker Ln	Austin	78753	226
106	Elgin High School	14000 County Line Rd	Elgin	78621		214	Bryker Woods Elementary	3309 Kerbey Ln	Austin	78703	
107	New Sweden Lutheran	12809 New Sweden Church Rd	New Sweden	78653		217	Juan P Navarro High School (Lanier)	1201 Payton Gin Rd	Austin	78758	223
108	Our Savior Lutheran	1513 E Yager Ln	Austin	78753	102, 103	218	Disability Rights Texas	2222 W Braker Ln	Austin	78758	
111	Connally High School NEW	13212 N Lamar Blvd	Austin	78753	109	219	Caldwell Elementary	1718 Picadilly Dr	Round Rock	78664	
113	Wieland Elementary	900 Tudor House Rd	Pflugerville	78660	112	221	Bridge Point Elementary	6401 Cedar St	Austin	78746	212
117	Turner-Roberts Recreation Center	7201 Colony Loop Dr	Austin	78724		222	Cook Elementary	1511 Cripple Creek Dr	Austin	78758	
121	LBJ HS - Don T Haynes Theater	7309 Lazy Creek Dr	Austin	78724	128, 131, 134	224	YMCA North Austin	1000 W Rundberg Ln	Austin	78758	
122	Region 13 Education Serv. Ctr. NEW	5701 Springdale Rd	Austin	78723	129	225	Wells Branch MUD Recreation Center	3000 Shoreline Dr	Austin	78728	
123	Hendrickson High School NEW	19201 Colorado Sand Dr	Pflugerville	78660	163	229	Wells Branch Community Center	2106 Klattenhoff Dr	Austin	78728	215, 216
124	Carver Branch Library	1161 Angelina St	Austin	78702		231	Cat Mountain HOA	6007 Mt Bonnell Rd	Austin	78731	220
124	Millennium Youth Complex	1156 Hargrave St	Austin	78702		232	Canyon Ridge Middle School	12601 Country Trails Ln	Austin	78732	
126	Givens Recreation Center	3811 E 12th St	Austin	78721		234	River Place Elementary School	6500 Sitio Del Rio Blvd	Austin	78730	233
130	Memorial United Methodist	6100 Berkman Dr	Austin	78723	118	235	McCallum Arts Center	5600 Sunshine Dr	Austin	78756	
132	East Nineteenth St Missionary Baptist	3401 Rogge Ln	Austin	78723	133	236	Northwest Recreation Center	2913 Northland Dr	Austin	78757	
135	AISD Performing Arts Center NEW	1500 Barbara Jordan Blvd	Austin	78723		237	Highland Park Baptist	5206 Balcones Dr	Austin	78731	213, 240
136	Pfluger Hall and Conference Center	203 B E Pecan St	Pflugerville	78660	146	238	Murchison Middle School	3700 N Hills Dr	Austin	78731	247
137	Blackhawk Amenity Center	3111 Speidel Dr	Pflugerville	78660	161	238	Old Quarry Branch Library	7051 Village Center Dr	Austin	78731	
139	Austin Area Urban League	8011 A Cameron Rd	Austin	78754	141	239	Gullett Elementary	6310 Treadwell Blvd	Austin	78757	
140	Gus Garcia Recreation Center	1201 E Rundberg Ln	Austin	78753	104	242	Brentwood Bible Church	6301 Woodrow Ave	Austin	78757	241
148	County Tax Office, Pflugerville	15822 Foothill Farms Loop	Pflugerville	78660	145, 160	243	Ben Hur Shrine Center	7811 Rockwood Ln	Austin	78757	
150	Park Crest Middle School	1500 N Railroad Ave	Pflugerville	78660	110	244	Randalls Steiner Ranch	5145 N FM 620	Austin	78732	245
151	Dottie Jordan Recreation Center	2803 Loyola Ln	Austin	78723		249	St Matthew's Episcopal	8134 Mesa Dr	Austin	78759	246
152	Fiesta Mart Central	3909 N I 35	Austin	78722		250	St Luke United Methodist	1306 W Lynn St	Austin	78703	
153	Pioneer Crossing Elementary	11300 Samsung Blvd	Austin	78754		252	North Village Branch Library	2505 Steck Ave	Austin	78757	248
154	Bluebonnet Trail Elementary	11316 Farmhaven Rd	Austin	78754	125, 127	254	Brookdale North Austin	5310 Duval Rd	Austin	78727	267
156	ACC Highland	6101 Airport Blvd	Austin	78752	142, 149	256	Howson Branch Library	2500 Exposition Blvd	Austin	78703	266
164	Barrington Elementary	400 Cooper Dr	Austin	78753		258	St John's Episcopal	11201 Parkfield Dr at Braker	Austin	78758	209
200	Brown-Healy Building	4806 N Lamar Blvd	Austin	78751		259	Milwood Branch Library	12500 Amherst Dr	Austin	78727	
202	Red River Church	4425 Red River St	Austin	78751		260	Jaime Padron Elementary	2011 W Rundberg Ln	Austin	78758	228
203	Boulder Ridge Clubhouse	3300 Killingsworth Ln	Pflugerville	78660	227	262	Anderson High School	8403 Mesa Dr	Austin	78759	253
205	Parmer Lane Baptist	12424 Scofield Farms Dr	Austin	78758		263	United Christian	3500 W Parmer Ln	Austin	78727	
207	YMCA Northwest	5807 McNeil Dr	Austin	78729		268	Grant AME Worship Center	1701 Kramer Ln	Austin	78758	
208	UT Flawn Academic Center	2400 Inner Campus Dr	Austin	78712	206, 277	273	Congregation Beth Israel	3901 Shoal Creek Blvd	Austin	78756	

Pct.	Polling Station	Address	City	Zip	Combined Precincts
275	Church of Christ in Hyde Park	310 W 43rd St at Ave B	Austin	78751	274
301	Sunset Valley City Hall	3205 Jones Rd	Austin	78745	358
302	Bailey Middle School	4020 Lost Oasis Hollow	Austin	78739	
303	Oak Hill Primitive Baptist	11408 FM 1826	Austin	78737	
307	Rollingwood Municipal Building	403 Nixon Dr	Austin	78746	347, 356
308	Briarcliff POA Community Center	22801 Briarcliff Dr	Spicewood	78669	
310	Manchaca Baptist Church NEW	1215 Farm to Market 1626	Manchaca	78652	
311	Austin Recreation Center	1301 Shoal Creek Blvd	Austin	78701	
312	Travis County Sheriff West Command	3800 Hudson Bend Rd	Austin	78734	
313	Lamar Senior Activity Center	2874 Shoal Crest Ave	Austin	78705	
314	Oak Hill Fire Dept #302	4111 Barton Creek Blvd	Austin	78735	357
315	Villages of Shady Hollow Amenity Ctr	12006 Gatling Gun Ln	Austin	78748	
316	Travis County Parks Office	14624 Hamilton Pool Rd	Austin	78738	
317	Lost Creek Limited District	1305 Quaker Ridge Dr	Austin	78746	
319	Lakeway Activity Center	105 Cross Creek	Lakeway	78734	306
320	Randalls Lakeway	2301 RR 620 S	Lakeway	78734	
321	Atria at the Arboretum NEW	9306 Great Hills Trail	Austin	78759	
323	Randalls Research and Braker	10900 D Research Blvd	Austin	78759	305, 345
324	Bee Cave City Hall	4000 Galleria Pkwy	Bee Cave	78738	368
325	Sam Houston Building	201 E 14th St	Austin	78701	
327	Austin Fire Station #33	9409 Bluegrass Dr	Austin	78759	
328	Renaissance Retirement Center	11279 Taylor Draper Ln	Austin	78759	
329	Austin City Hall	301 W 2nd St	Austin	78701	341
329	Travis County Granger Building	314 W 11th St	Austin	78701	
330	Laura Bush Community Library	9411 Bee Caves Rd	Austin	78733	318
331	Extended Stay America NEW	12424 Research Blvd	Austin	78759	
332	Zilker Elementary	1900 Bluebonnet Ln	Austin	78704	340
333	Peace Lutheran Church NEW	10625 N FM 620	Austin	78726	343
334	Pickfair Community Center NEW	10904 Pickfair Dr	Austin	78750	
335	Canyon Vista Middle School	8455 Spicewood Springs Rd	Austin	78759	336
337	Lakewood HOA	7317 Lakewood Dr	Austin	78750	326
338	Travis County WCID #18	1502 San Juan Dr	Austin	78733	
339	Western Hills Church of Christ	6211 Parkwood Dr	Austin	78735	
342	Austin New Church at 04 Center NEW	2701 S Lamar Blvd	Austin	78704	
344	Berkeley United Methodist	2407 Berkeley Ave	Austin	78745	
346	Lake Travis Middle School Lib. NEW	4932 Bee Creek Rd	Spicewood	78669	
349	Oak Hill United Methodist	7815 US-290	Austin	78736	
350	Randalls Brodie and Slaughter	9911 Brodie Ln	Austin	78748	309, 352, 360
351	Randalls S MoPac and William Cannon	6600 S MoPac Expy	Austin	78749	
354	Travis Country HOA	4504 Travis Country Cir	Austin	78735	
359	Lake Travis ISD Education Dev Center	607 RR 620 N	Austin	78734	
361	Oak Hill Fire Dept #301	9211 Circle Dr	Austin	78736	
362	Will Hampton Branch Library	5125 Convict Hill Rd	Austin	78749	

Pct.	Polling Station	Address	City	Zip	Combined Precincts
363	Shepherd of the Hills Presbyterian	5226 W William Cannon Dr	Austin	78749	
364	Randalls Flagship - West Lake Hills	3300 Bee Caves Rd	West Lake Hills	78746	
365	Community Center at Oak Hill	8656 W Hwy 71	Austin	78735	
366	Mills Elementary	6201 Davis Ln	Austin	78749	
367	Circle C Community Center	7817 La Crosse Ave	Austin	78739	304
369	Christ Episcopal	3520 W Whitestone Blvd	Cedar Park	78613	
370	Travis County ESD 1 Fire Station 104	14401 Round Mountain Rd	Leander	78641	
371	K-Oaks Clubhouse	7000 Bar K Ranch Rd	Lago Vista	78645	
372	Community Center at Jonestown	18649 FM 1431 STE 6A	Jonestown	78645	
373	Lago Vista City Hall	5803 Thunderbird St	Lago Vista	78645	
374	Deer Creek Elementary	2420 Zeppelin Dr	Cedar Park	78613	
375	Volente Fire Dept	15406 FM 2769	Leander	78641	
401	Del Valle ISD Admin Building	5301 Ross Rd	Del Valle	78617	
402	Elroy Community Library	13512 FM 812	Del Valle	78617	
403	Creedmoor Elementary	5604 FM 1327	Creedmoor	78610	
404	Blazier Elementary	8601 Vertex Blvd	Austin	78744	
405	Ojeda Middle School	4900 McKinney Falls Pkwy	Austin	78744	
406	St Alban's Episcopal	11819 I 35 S	Austin	78747	417, 418
407	Community Center at Del Valle	3518 S FM 973	Del Valle	78617	427
410	Science and Health Resource Center	305 N Bluff Dr	Austin	78745	
411	Southpark Meadows	9600 I 35 S STE 600	Austin	78748	
414	Texas Oaks Baptist	9910 Bilbrook Place	Austin	78748	408, 415
416	Akins High School	10701 S 1st St	Austin	78748	
420	Good Shepherd on the Hill NEW	1700 Woodland Ave	Austin	78741	431, 440
421	Church on Congress Avenue	1511 S Congress Ave	Austin	78704	422
424	South Austin Recreation Center	1100 Cumberland Rd	Austin	78704	409
426	Parque Zaragoza Recreation Center	2608 Gonzales St	Austin	78702	436, 444
429	Dan Ruiz Branch Library	1600 Grove Blvd	Austin	78741	423
433	Gardner Betts Annex	2501 S Congress Ave	Austin	78704	442
435	The Atlantic Grand Oaks	9323 Manchaca Rd	Austin	78748	
437	Twin Oaks Branch Library	1800 S 5th St	Austin	78704	
438	Terrazas Branch Library	1105 E Cesar Chavez St	Austin	78702	428, 432, 434
439	Cantu/Pan Am Recreation Center	2100 E 3rd St	Austin	78702	
441	Fiesta Mart Stassney	5510 I 35 S	Austin	78745	425, 446
447	Odom Elementary	1010 Turtle Creek Blvd	Austin	78745	
448	Langford Elementary	2206 Blue Meadow Dr	Austin	78744	413
450	Southeast Branch Library	5803 Nuckols Crossing Rd	Austin	78744	443
451	Bedichek Middle School	6800 Bill Hughes Rd	Austin	78745	
452	Houston Elementary	5409 Ponciana Dr	Austin	78744	
460	ACC South Austin Campus	1820 W Stassney Ln	Austin	78745	412, 454, 458
461	Wheatville Co-op South Lamar	4001 S Lamar Blvd	Austin	78704	430
463	Dittmar Recreation Center	1009 W Dittmar Rd	Austin	78745	419

rev: September 11, 2019

 bus icon indicates Vote Center within 5 minutes of a Capital Metro bus stop

los sitios con un icono de autobús están a cinco minutos o menos de distancia caminando de una parada de autobús de Capital Metro
pending approval of Travis County Commissioner's Court



Bastrop County Elections

804 PECAN STREET
BASTROP, TX 78602

www.bastropvotes.org

512.581.7160
elections@co.bastrop.tx.us**NOVEMBER 2019 ELECTION****-EARLY VOTING LOCATIONS, DATES AND TIMES-**

- ❖ **Bastrop County Courthouse Annex**, 804 Pecan St., Lower Level, Conference Room, Bastrop
- ❖ **Smithville City Hall**, 317 Main St., Smithville
- ❖ **Cedar Creek United Methodist Church**, 5630 FM 535, Cedar Creek
- ❖ **Elgin Public Library**, 404 N. Main St., Elgin

OCTOBER 21, 2019 - NOVEMBER 1, 2019

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	21	22	23	24	25	26
	8am – 5pm	8am – 5pm	8am – 5pm	8am – 5pm	8am – 5pm	9am – 12pm
	28	29	30	31	1	
	8am – 5pm	8am – 5pm	8am – 5pm	7am – 7pm	7am – 7pm	
		5 Election Day Vote at your Precinct Polling Location.				

-ELECTION DAY POLLING LOCATIONS-**7am - 7 pm****TUESDAY, NOVEMBER 5, 2019**

PLEASE NOTE THAT ON ELECTION DAY A VOTER MUST VOTE AT THE POLLING LOCATION ASSIGNED TO THEIR VOTING PRECINCT.

POLL 1- 1001, 1002, 1004, 2009, 2011 - Calvary Baptist Church, 3001 Loop 150 E., Bastrop

POLL 2- 1003 - Grady Tuck Building, 104 Loop 150 W, Bastrop

POLL 3- 2005, 2006, 2007, 2008, 2010 - Smithville City Hall, 317 Main St., Smithville

POLL 4- 3012, 3013, 3014, 3015, 3016 - Cedar Creek United Methodist, 5630 FM 535, Cedar Creek

POLL 5- 4017, 4018, 4019, 4020, 4021 - Elgin Public Library, 404 N. Main St., Elgin



Hays County Vote Center Locations

Constitutional Amendment/Local Political Subdivision Election

November 5, 2019

7:00 AM – 7:00 PM

Jennifer Anderson, Elections Administrator

(512) 393-7310

August 2019

<u>San Marcos</u>	
Brookdale Horizon Bay	1720 Ranch Road 12, San Marcos
Calvary Baptist Church	1906 North Interstate 35, San Marcos
Centro Cultural Hispano	211 Lee Street, San Marcos
Dunbar Center	801 Martin Luther King Drive, San Marcos
First Baptist Church, San Marcos	325 McCarty Lane, San Marcos
Hays County Government Center	712 South Stagecoach Trail, San Marcos
Hays County Health Department/ Live Oak Health	401 Broadway Street #A, San Marcos
Promiseland Church	1650 Lime Kiln Road, San Marcos
San Marcos Activity Center	501 East Hopkins Street, San Marcos
San Marcos Fire Station #5	100 Carlson Circle, San Marcos
San Marcos Housing Authority/ CM Allen Homes	820 Sturgeon Dr., San Marcos
Sinai Pentecostal Church	208 Laredo Street, San Marcos
South Hays Fire Station #12	8301 Ranch Road 12, San Marcos
Stone Brook Seniors	300 South Stagecoach Trail, San Marcos
Texas State University – LBJ Student Center	301 Student Center Drive, San Marcos

<u>Kyle</u>	
ACC Campus Hays	1200 Kohlers Crossing, Kyle
Chapa Middle School	3311 Dacy Lane, Kyle
Goforth Water Supply	8900 Niederwald Strasse, Kyle
Hays CISD Admin Building	21003 Interstate 35, Kyle
Hays Precinct 2 Office	5458 FM 2770, Kyle
Kyle City Hall	100 West Center Street, Kyle
Tobias Elementary School	1005 East FM 150, Kyle
Wallace Middle School	1500 West Center Street, Kyle
<u>Buda</u>	
Buda City Hall	405 East Loop Street, Buda
Buda Elementary Upper Campus	300 San Marcos Street, Buda
Hays Hills Baptist Church	1401 FM 1626, Buda
McCormick Middle School	5700 Dacy Lane, Buda
Southern Hills Church of Christ	3740 FM 967, Buda
<u>Wimberley</u>	
Cypress Creek Church	211 Stillwater Road, Wimberley
VFW Post #6441	401 Jacobs Well Road, Wimberley
Wimberley Community Center	14068 Ranch Road 12, Wimberley
Wimberley ISD Admin Building	951 FM 2325, Wimberley
<u>Dripping Springs and Driftwood</u>	
Dripping Springs City Hall	511 Mercer Street, Dripping Springs
Hays County Precinct 4 Office	195 Roger Hanks Pkwy, Dripping Springs
<u>Austin</u>	
Belterra Centre	151 Trinity Hills Drive, Austin
Driftwood Fire Station #2	15850 FM 1826, Austin
Ledgestone Senior Living	13150 Four Star Boulevard, Austin

Williamson County
Joint General and Special Elections
Tuesday, November 5, 2019

Elecciones generales y Especiales Martes 5 de noviembre

Registered voters may vote at any location listed below

Los votantes registrados podrán votar en cualquiera de los lugares de votación listados abajo

Vote Center Locations

7:00 am - 7:00 pm

Locaciones de Centros de Votos

City	Location	Address	Zip
AUSTIN	Anderson Mill Limited District	11500 El Salido Parkway	78750
	Bethany United Methodist Church	10010 Anderson Mill Road	78750
	Gateway Church	7104 McNeil Drive	78729
	Harmony School of Endeavor	13415 RM 620N	78717
	Hartfield Performing Arts Center	5800 McNeil Drive	78729
	Kelly Reeves Athletic Complex	10211 W Parmer Lane	78717
	Lord of Life Lutheran Church	9700 Neenah Avenue	78717
	Northwest Fellowship Church	13427 Pond Springs Road	78729
	Rattan Creek Park Community Center	7617 Elkhorn Mountain Trail	78729
BARTLETT	Bartlett Town Hall	140 W Clark Street	76511
CEDAR PARK	Cedar Park High School	2150 Cypress Creek Road	78613
	Cedar Park Library	550 Discovery Boulevard	78613
	Cedar Park Randalls	1400 Cypress Creek Road	78613
	Cedar Park Recreation Center	1435 Main St- Town Center	78613
	Highland Estates Independent Retirement Living	1500 N Lakeline Boulevard	78613
	Vista Ridge High School	200 S Vista Ridge Boulevard	78613
COUPLAND	St Peter's Church of Coupland	108 Wathen Street	78615
FLORENCE	Andice Community Center	6600 FM 970	76527
	Florence High School	401 FM 970	76527
GEORGETOWN	Cowan Creek Amenity Center	1433 Cool Spring Way	78633
	First Baptist Church-Georgetown	1333 W University Avenue	78628
	Georgetown Housing Authority	210 W 18th Street, Bldg 1	78626
	Georgetown Randalls	5721 Williams Drive	78633
	GISD Technology and Nutrition Building	603 Lakeway Drive	78628
	Parks and Recreation Administration Building	1101 N College Street	78626
	Main Street Baptist- Ministry Center	111 W 10th Street	78626
	Sun City Social Center	2 Texas Drive	78633
	The Delaney at Georgetown Village	359 Village Commons Boulevard	78633
	Williamson County Inner Loop Annex	301 SE Inner Loop	78626
GRANGER	Granger Brethren Church	306 W Broadway Street	76530
HUTTO	Hutto City Hall	500 W Live Oak Street	78634
	The Original Hutto Schools on College St	302 College Street	78634
JARRELL	Jarrell Memorial Park Community Center	1651 CR 305	76537
LEANDER	Leander Church of Christ	300 Crystal Falls Parkway	78641
	Leander High School	3301 S Bagdad Road	78641
	Leander Public Library	1011 S Bagdad Road	78641
	Pat Bryson Municipal Hall	201 N Brushy Street	78641
	Rouse High School	1222 Raider Way	78641

Elección de Enmiendas Constitucionales y Especiales Martes 5 de noviembre

Williamson County
Joint General and Special Elections
Tuesday, November 5, 2019

City	Location	Address	Zip
LIBERTY HILL	Liberty Hill High School	16500 W SH 29	78642
ROUND ROCK	Baca Senior Center	301 W Bagdad Avenue Building 2	78664
	Brushy Creek Community Center	16318 Great Oaks Drive	78681
	Cedar Ridge High School	2801 Gattis School Road	78664
	Fern Bluff MUD Community Center	7320 Wyoming Springs Drive	78681
	Forest Creek Elementary School	3505 Forest Creek Drive	78664
	Round Rock High School	300 N Lake Creek Drive	78681
	Round Rock Presbyterian Church	4010 Sam Bass Road	78681
	Round Rock Randalls	2051 Gattis School Road	78664
	Round Rock Sports Center	2400 Chisholm Trail	78681
	San Gabriel Rehabilitation & Care	4100 College Park Drive	78665
	Sleep Inn & Suites	1980 South IH 35	78681
	Teravista Community Center	4211 Teravista Club Drive	78665
	The Fellowship Church of Round Rock	3379 Gattis School Road	78664
	Williamson County Jester Annex	1801 E Old Settlers Boulevard	78664
TAYLOR	Main Street Events Center	3101 North Main Street	76574
	Taylor City Hall	400 Porter Street	76574
	Taylor Public Library	801 Vance Street	76574
THRALL	St John Lutheran Church	409 S Main Street	76578
WEIR	First Baptist Church of Weir	315 FM 1105	78674

Exhibit D. Early Voting Polling Places



DANA DEBEAUVOIR,
COUNTY CLERK

Travis County Early Voting Locations for the November 5, 2019 General Election

Sitios de Votación Adelantada del Condado de Travis, para la Elección General del 5 de noviembre, 2019

Early Voting begins Monday, Oct 21 and ends Friday, Nov 1

La Votación Adelantada empieza el lunes, 21 de octubre y termina el viernes, 1 de noviembre

Monday—Saturday (7am - 7pm), Sunday (Noon - 6pm) * except where noted
lunes—sábado (7am - 7pm), domingo (mediodía - 6pm) * excepto donde se indique

CENTRAL:	ACC Highland - Bldg 1000 MEGA-CENTER	6101 Airport Blvd	Austin	78752	
	Carver Branch Library	1161 Angelina St	Austin	78702	
	Fiesta Mart Central - Delwood Shopping Ctr	3909 North IH-35	Austin	78722	
	Austin City Hall	301 W 2nd St - media room	Austin	78701	
	Travis County Granger Bldg	314 W 11th St, room 115	Austin	78701	
	UT Flawn Academic Center	2400 Inner Campus Dr	Austin	78705	
EAST / ESTE:	Austin Area Urban League	8011 Cameron Rd	Austin	78754	
	Dan Ruiz Branch Library	1600 Grove Blvd	Austin	78741	
	Del Valle ISD Administration Bldg	5301 Ross Rd	Del Valle	78617	
	Millennium Youth Complex MEGA-CENTER	1156 Hargrave St	Austin	78702	
	Manor ISD Administration Bldg	10335 US-290	Manor	78653	
	Parque Zaragoza Recreation Center	2608 Gonzales St	Austin	78702	
NORTH / NORTE:	Ben Hur Shrine Center MEGA-CENTER	7811 Rockwood Ln	Austin	78757	
	Christ Episcopal	3520 W Whitestone Blvd	Cedar Park	78613	
	County Tax Office, Pflugerville	15822 Foothill Farms Loop	Pflugerville	78660	
	Disability Rights Texas	2222 W Braker Ln	Austin	78758	
	YMCA Northwest	5807 McNeil Dr	Austin	78729	
	Randalls Research & Braker	10900 D Research Blvd	Austin	78759	
SOUTH / SUR:	Fiesta Mart Stassney	5510 South IH-35	Austin	78745	
	Southpark Meadows MEGA-CENTER	9600 South IH-35	Austin	78748	
	Gardner Betts Annex	2501 S Congress Ave	Austin	78704	
	Randalls Brodie and Slaughter	9911 Brodie Ln	Austin	78748	
	Randalls South MoPac and William Cannon	6600 S MoPac Expy	Austin	78749	
	Bee Cave City Hall	4000 Galleria Pkwy	Bee Cave	78738	
WEST / OESTE:	Briarcliff POA Community Center	22801 Briarcliff Dr	Spicewood	78669	
	Howson Branch Library	2500 Exposition Blvd	Austin	78703	
	Randalls Flagship - West Lake Hills	3300 Bee Caves Rd	Austin	78746	
	Randalls Lakeway	2301 RR 620 S	Austin	78734	
	Randalls Steiner Ranch	5145 N FM 620	Austin	78732	
	MT Supermarket	10901 N Lamar Blvd	Austin	78753	

TEMPORARY
BRANCH*

HOURS: Mon - Sat, 10am - 7pm and Sunday, 12noon to 6pm

HORAS: lunes—sábado (10am - 7pm), domingo (mediodía - 6pm)



sites with a bus icon are 5 min or less walking distance from a Capital Metro bus stop!

los sitios con un icono de autobús están a cinco minutos o menos de distancia caminando de una parada de autobús de Capital Metro



Bastrop County Elections

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BASTROP, TX 78602

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512.581.7160
elections@co.bastrop.tx.us**NOVEMBER 2019 ELECTION****-EARLY VOTING LOCATIONS, DATES AND TIMES-**

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- ❖ **Smithville City Hall**, 317 Main St., Smithville
- ❖ **Cedar Creek United Methodist Church**, 5630 FM 535, Cedar Creek
- ❖ **Elgin Public Library**, 404 N. Main St., Elgin

OCTOBER 21, 2019 - NOVEMBER 1, 2019

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	21	22	23	24	25	26
	8am – 5pm	8am – 5pm	8am – 5pm	8am – 5pm	8am – 5pm	9am – 12pm
	28	29	30	31	1	
	8am – 5pm	8am – 5pm	8am – 5pm	7am – 7pm	7am – 7pm	
		5 Election Day Vote at your Precinct Polling Location.				

-ELECTION DAY POLLING LOCATIONS-**7am - 7 pm****TUESDAY, NOVEMBER 5, 2019**

PLEASE NOTE THAT ON ELECTION DAY A VOTER MUST VOTE AT THE POLLING LOCATION ASSIGNED TO THEIR VOTING PRECINCT.

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POLL 2- 1003 - Grady Tuck Building, 104 Loop 150 W, Bastrop

POLL 3- 2005, 2006, 2007, 2008, 2010 - Smithville City Hall, 317 Main St., Smithville

POLL 4- 3012, 3013, 3014, 3015, 3016 - Cedar Creek United Methodist, 5630 FM 535, Cedar Creek

POLL 5- 4017, 4018, 4019, 4020, 4021 - Elgin Public Library, 404 N. Main St., Elgin



Hays County **Early Voting** Locations

Constitutional Amendment/Local Political Subdivision Election
October 21, 2019 –
November 1, 2019

Monday, 10/21/19 – Friday, 10/25/19:	8 AM – 5 PM
Saturday, 10/26/19:	10 AM – 2 PM
Monday, 10/28/19 – Wednesday, 10/30/19:	8 AM – 5 PM
Thursday, 10/31/19 and Friday, 11/1/19:	7 AM – 7 PM

Jennifer Anderson, Elections Administrator
(512) 393-7310
August 2019

<u>San Marcos</u>	
Hays County Government Center (Main Branch Early Voting Location)	712 South Stagecoach Trail, San Marcos
Hays County Health Department/ Live Oak Health	401 Broadway Street #A, San Marcos
San Marcos Fire Station #5	100 Carlson Circle, San Marcos
Sinai Pentecostal Church	208 Laredo Street, San Marcos
Texas State University – LBJ Student Center	301 Student Center Drive, San Marcos
<u>Kyle</u>	
ACC Campus Hays	1200 Kohlers Crossing, Kyle
Hays CISD Admin Office	21003 Interstate 35, Kyle
Kyle City Hall	100 West Center Street, Kyle
<u>Buda</u>	
Buda City Hall	405 East Loop Street, Buda
McCormick Middle School	5700 Dacy Lane, Buda
<u>Wimberley</u>	
Wimberley Community Center	14068 Ranch Road 12, Wimberley
Wimberley ISD Admin Building	951 FM 2325, Wimberley
<u>Dripping Springs and Driftwood</u>	
Hays County Precinct 4 Office	195 Roger Hanks Pkwy, Dripping Springs
<u>Austin</u>	
Ledgestone Senior Living	13150 Four Star Boulevard, Austin

Williamson County Early Voting Schedule
Horario de la Votación Adelantada del Condado de Williamson

Joint General and Special Elections – November 5, 2019
Elecciones Generales y Especiales Conjuntas – 5 de noviembre del 2019

Dates and Times for Locations:

Fechas y horarios para localidades de tiempo completo:

Monday, October 21 through Wednesday, October 30

8:00 am to 6:00 pm

No Sunday Voting

Thursday, October 31 and Friday, November 1

7:00 am to 7:00 pm

Del Lunes 21 de octubre al Miércoles 30 de octubre

8:00 am – 6:00 pm

Domingo NO habrá votación

Jueves 31 de octubre y Viernes 1 de noviembre

7:00 am – 7:00 pm

Williamson County Inner Loop Annex, 301 SE Inner Loop, **Georgetown**

Cowan Creek Amenity Center, 1433 Cool Spring Way, **Georgetown**

Georgetown ISD Technology Building, 603 Lakeway Drive, **Georgetown**

Parks & Recreation Administration Building, 1101 North College Street, **Georgetown**

Anderson Mill Limited District, 11500 El Salido Parkway, **Austin**

Cedar Park Public Library, 550 Discovery Boulevard, **Cedar Park**

Cedar Park Randalls, 1400 Cypress Creek Road, **Cedar Park**

Pat Bryson Municipal Hall, 201 N Brushy Street, **Leander**

Liberty Hill Municipal Court, 2801 RR 1869, **Liberty Hill**

BACA Senior Center, 301 W Bagdad Street, Building 2, **Round Rock**

Round Rock Randalls, 2051 Gattis School Road, **Round Rock**

Brushy Creek Community Center, 16318 Great Oaks Drive, **Round Rock**

Williamson County Jester Annex, 1801 E Old Settlers Boulevard, **Round Rock**

Taylor City Hall, 400 Porter Street, **Taylor**

On Saturday, October 26th, Voting at Brushy Creek Community Center will close at 2:00 pm.

El sábado 26 de octubre, la votación en Brushy Creek Community Center cerrará a las 2:00 pm.

Exhibit E: Election Services Contract and Joint Election Agreements

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the "County") and the City of Austin ("Participating Entity") enter into this agreement (this "Agreement") for the Travis County Clerk, as the County's election officer (the "Election Officer"), to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity (and any other entity for which the County is providing election services or for which the County is conducting a joint election) do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
 - (1) The term "Election Officer" refers to the Travis County Clerk;
 - (2) The term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
 - (3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
 - (4) The term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as

permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.

- (D) Except as otherwise provided in this Agreement, the cost for "use of voting equipment" for a particular election is the amount the County will charge the Participating Entity for use of the County's voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County's current voting system, which is the ES&S Express Vote® Universal Voting System, and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section 1.
- (B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:

- (1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election. This includes required newspaper notices unless the Election Officer has agreed in writing, along with the costs to be assessed, to provide this service on behalf of the Participating Entity. However, in any debt obligation election, the Election Officer shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on each election day and in a prominent location at each early voting polling place. The Election Officer shall provide written confirmation that early voting and election day personnel posted the debt obligation election order as required by Texas Election Code Section 4.003(f)(1). The Participating Entity shall pay any applicable expenses incurred directly related to the posting required by Texas Election Code Section 4.003(f)(1).
 - (2) preparing the federal Voting Rights Act election preclearance submissions, if any, to the U.S. Department of Justice;
 - (3) preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (5) conducting the official canvass of a Participating Entity election;
 - (6) administering the Participating Entity's duties under state and local campaign finance laws;
 - (7) having a Participating Entity representative serve as the custodian of its election records; and
 - (8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The

Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

- (E) Jannette Goodall will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Jannette Goodall will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. Jannette Goodall will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees, if authorized, will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election. Each request for election services, including each request for the Election Officer to conduct a runoff election, must be accompanied by a non-refundable deposit payment of \$150 to the Election Officer
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity expects to be able to cancel its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled, the Participating Entity will accrue no further costs relating to that cancelled election
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
- (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: Elections@traviscountytx.gov, with a copy to Election.Entities@traviscountytx.gov. The Participating Entity has designated Jannette Goodall as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: Jannette.Goodall@austintexas.gov.
- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating

entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. Payments are due to the County no later than 30 days after the Participating Entity's receipt of the invoice.
 - (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that cost estimate from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in Section 5(D).
 - (5) Each party may change its respective email addresses for e-mail communications under this Section 5 from time to time, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 90th day or as soon as feasible after an election. For elections that do have a runoff, the County will send the Participating Entity a final invoice of election expenses not later than the 90th day after the runoff election or as soon as feasible after the runoff election. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf, including requests for additional security, additional publications, and additional early voting polling sites. The total amount due in the final invoice shall be offset by the \$150 previously paid in accordance with Subsection (B) of this section and by any other payments made by the Participating Entity for the election. The County shall prepare the invoice to include the total payment due from the Participating Entity for any portion of the Participating Entity's costs.
- (1) Final Accounting. Within thirty days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the remaining balance due.

- (2) A refund maybe due if the final costs are lower than the estimated or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment. The Participating Entity shall pay \$5 for each unit of electronic voting system equipment installed at a polling place, and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (C) If the Participating Entity holds an election on a date when the County is holding its own election, the Participating Entity will not be charged any cost for equipment usage. However, if a runoff election is necessary for the Participating Entity after such an election, the Participating Entity will be responsible for payment of equipment usage unless the County is holding its own runoff election in the territorial jurisdiction of the Participating Entity.
- (D) If the Participating Entity holds an election on a date other than as listed in Section 1(A), the Participating Entity will pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (E) Payment by the Participating Entity to the County for voting equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section 5(F).
- (F) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and

duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

City of Austin
P.O. Box 1088
Austin, TX 78767

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is sent before 5:00 p.m. on a weekday that is not a holiday designated by the Travis County Commissioners Court; (2) the notice is deemed effective on the first weekday that is not a holiday designated by the Travis County Commissioners Court if the notice sent after 5:00 p.m. on a weekday or on a Saturday or Sunday.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not

occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78751

City of Austin
P.O. Box 1088
Austin, TX 78767

(M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days

written notice to the other party.

- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

City of Austin

BY: Jannette S. Goodall
Jannette Goodall
City Clerk

DATE: 8-15-19

TRAVIS COUNTY

BY: _____
Sarah Eckhardt
County Judge

DATE: _____

BY: _____
Dana DeBeauvoir
County Clerk

DATE: _____

**CONTRACT FOR ELECTION SERVICES
AND
AGREEMENT TO CONDUCT JOINT ELECTION**

**THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

This Contract for Election Services and Agreement to Conduct Joint Election (this "**Contract**") is entered into by and among BASTROP COUNTY, a political subdivision of the State of Texas (the "**COUNTY**"), the BASTROP COUNTY ELECTIONS ADMINISTRATOR ("**ADMINISTRATOR**"), and the CITY OF AUSTIN (the "**CITY**"), a political subdivision of the State of Texas, individually, a "**Party**" or, collectively, the "**Parties**," pursuant to Section 31.092 and Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the CITY and the COUNTY each expect to call an election to be held on November 5, 2019; and

WHEREAS, the CITY and the COUNTY desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and the CITY desires that certain election services for the CITY'S election be provided by ADMINISTRATOR through the COUNTY'S Elections Department pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

WHEREAS, ADMINISTRATOR has provided a cost estimate for election services to be rendered by her office under this Contract, which estimate is set out on **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS, the COUNTY, ADMINISTRATOR, and the CITY desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on November 5, 2019, and for certain election services to be provided to the CITY in connection with its election. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the CITY.

**ARTICLE II
JOINT ELECTION**

2.01 The COUNTY and the CITY agree to conduct their respective November 5, 2019 elections jointly pursuant to Chapter 271 of the Texas Election Code. ADMINISTRATOR is hereby appointed to serve as the CITY'S Election Officer and Early Voting Clerk to conduct the CITY'S November 5, 2019 election. As CITY'S Election Officer and Early Voting Clerk, ADMINISTRATOR will coordinate, supervise, and conduct all aspects of administering voting in connection with the CITY'S November 5, 2019 election in compliance with all applicable law, as provided in Article III hereof.

ARTICLE III

ELECTION SERVICES

3.01 ADMINISTRATOR agrees to provide to the CITY the following general election services with respect to the CITY'S November 5, 2019 election, including early voting, regular Election Day voting, and any resulting run-off:

- (A) Procure and distribute election supplies, including, but not limited to, the preparation, printing, and distribution of ballots and sample ballots, provided that the CITY will prepare the text of such ballots as set forth in Section 5.01(C) below;
- (B) Procure election judges and clerks for early voting and Election Day voting;
- (C) Procure early voting polling places and Election Day polling places. The ADMINISTRATOR will arrange for the use of all Election Day polling places and will arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The ADMINISTRATOR will provide the CITY with a list for presentation to the governing body of the CITY, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The ADMINISTRATOR will designate and confirm all Election Day polling place locations and present the list to the governing body of the CITY for approval;
- (D) Procure, prepare, and distribute adequate election equipment and transport equipment to and from all polling locations, including early voting polling locations, for the CITY;
- (E) Distribute the lists of registered voters to be used in conducting the election, as provided by Bastrop County Voter Registration;
- (F) Pay election day and early voting judges and clerks;
- (G) Pay the judges for election night returns and early voting returns;
- (H) Provide training and information for all election officers;
- (I) Provide general overall supervision of the election and advisory services;
- (J) Prepare writ of election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Conduct election day voting and early voting, in person and by mail, for the CITY;
- (L) Establish a Central Counting Station for the purpose of tabulating ballots. The Tabulation Supervisor will be responsible for handling ballot tabulation in accordance with statutory requirements and county policies, under the auspices of ADMINISTRATOR, and will, thereafter, transport all election records to the ADMINISTRATOR. The ADMINISTRATOR will conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. The Secretary of State may waive this requirement. If applicable, a

written report will be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code. The ADMINISTRATOR will prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and will provide a copy of the tabulation to the CITY as soon as possible after the ADMINISTRATOR has received the precinct returns on election day night;

(M) Provide such incidental related services as may be necessary to effect the Election;

(N) At each polling location, provide at least one voting station with a voting system that:

(i) fully complies with applicable law relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provides a practical and effective means for voters with physical disabilities to cast a secret ballot;

(O) Provide for Central Count Tabulation(s), including:

- a. Preparation and programming of the ballots on the ES&S 850 Optical Scanner; and
- b. Preparation and programming of the ES&S ExpressVote voting system;

(P) Serve as "regular early voting clerk" for the CITY to receive requests for applications for early voting ballots to be voted by mail. Applications for early voting ballots to be voted by mail will be processed in accordance with Title 7 of the Texas Election Code. Applications for early voting ballots to be voted by mail received by the CITY will be faxed as promptly as possible to ADMINISTRATOR for processing. The original application will then be forwarded to ADMINISTRATOR for proper retention.

(Q) Serve as the custodian of voted ballots and other election records and preserve all election records in accordance with the Texas Election Code. After the applicable retention period, ADMINISTRATOR will forward all election records to the CITY.

ARTICLE IV SCHEDULE FOR PERFORMANCE OF ELECTION SERVICES

4.01 ADMINISTRATOR will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

ARTICLE V SERVICES NOT PROVIDED BY COUNTY

5.01 The CITY will be responsible for:

(A) preparing, adopting, publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the CITY necessary to the conduct of the election;

(B) preparing the text for the CITY'S official ballot in English and Spanish, or other languages as required by law;

(C) on or before August 20, 2019, providing ADMINISTRATOR with a copy of a document showing the propositions/places that are to appear on the official ballot for the

CITY;

- (D) conducting the official canvass of the CITY'S election;
- (E) having a CITY representative serve as the custodian of its election records; and
- (F) filing the CITY'S annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

5.02 Pursuant to Section 271.006(c), the CITY designates ADMINISTRATOR to serve as "regular early voting clerk" for the CITY to receive requests for applications for early voting ballots.

5.03 The Secretary of the governing body of the CITY will serve as the Custodian of Records for the CITY to complete those tasks in the Election Code that ADMINISTRATOR will not perform.

ARTICLE VI TERM

6.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held and administered by ADMINISTRATOR for the CITY hereunder have been completed.

ARTICLE VII COST OF SERVICE AND BILLING

7.01 In consideration for the services provided hereunder by ADMINISTRATOR, the CITY agrees to pay ADMINISTRATOR its pro rata share of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit "A". The Parties agree that this is an estimate only and that the CITY is obligated to pay the actual expenses of the election as set forth herein. ADMINISTRATOR agrees to advise the CITY if it appears that the actual expenses incurred by ADMINISTRATOR will exceed by 20% or more the estimated expenses to be paid initially by the ADMINISTRATOR and reimbursed by the CITY. The CITY shall also pay ADMINISTRATOR an administrative fee equal to 10% of the actual costs set forth in Section 7.02(a) below, as permitted under Section 31.100(d) of the Texas Election Code.

7.02 As soon as reasonably possible after the election, ADMINISTRATOR will submit an itemized invoice to the CITY for (a) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by ADMINISTRATOR, including expenses for supplies in connection with the election school(s), election supplies, wages paid to ADMINISTRATOR'S employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots, and (b) an administrative fee as provided in Section 7.01 above. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of ADMINISTRATOR'S stock of election supplies shall be supported by ADMINISTRATOR'S certificate about the number of items used and the unit cost therefore according to the vendor's standard price list. The total amount due according to these invoices shall be offset by any payments previously made pursuant to this Contract.

7.03 The CITY shall pay ADMINISTRATOR'S invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Bridgette Escobedo, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the Parties will discuss in good faith a resolution of the disputed portion.

7.04 Payments made by the CITY in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the CITY.

ARTICLE VIII GENERAL PROVISIONS

8.01 In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

- a) the authority with whom applications of candidates for a place on the ballot are filed;
- b) the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
- c) the authority to serve as custodian of voted ballots or other election records, except that the ADMINISTRATOR, if requested in writing by the CITY, will become the custodian of the voted ballots.

8.02 The parties acknowledge that the ADMINISTRATOR may contract with other entities holding elections at the same time as the CITY on November 5, 2019.

8.03 If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the ADMINISTRATOR shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The ADMINISTRATOR shall submit an invoice for such expenses as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in 7.03 above. The ADMINISTRATOR agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the ADMINISTRATOR in conducting the November 5, 2019 Joint Election.

8.04 In accordance with Section 31.099 of the Texas Election Code, the ADMINISTRATOR agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

8.05 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in BASTROP County, Texas.

8.06 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

8.07 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.08 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

8.09 Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

CITY OF AUSTIN:

John Walker
Business Process Specialist, Office of the City Clerk
Austin City Hall
301 West 2nd St.
Austin, TX 78701
Tel: (512) 974-2505
Email: John.Walker@austintexas.gov

COUNTY and ADMINISTRATOR:

Bridgette Escobedo
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the 12th day of August, 2019.

COUNTY:

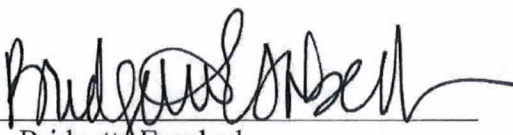
BY: _____

A handwritten signature in blue ink, appearing to read "Paul Pape", is written over a horizontal line.

Paul Pape
County Judge
Bastrop County, Texas

Executed to be effective the 12th day of August, 2019.

ADMINISTRATOR:

BY: 
Bridgette Escobedo
Elections Administrator
Bastrop County, Texas

Executed to be effective the 9th day of August, 2019.

CITY: Austin

BY: Jannette S Goodall
Jannette Goodall
City Clerk
City of Austin, Texas

EXHIBIT "A"

ESTIMATED COST FOR THE CITY OF AUSTIN

Election Expenses	\$ 2,944.89
Ballots and Programming	\$ 845.71
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 3,990.60
10% ADMINISTRATIVE FEE	<u>\$ 399.06</u>
TOTAL	<u>\$ 4,389.66</u>

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between the **ELECTIONS ADMINISTRATOR OF HAYS COUNTY, TEXAS ("Contracting Officer")** and the **Local Political Subdivision** set forth on the signature page of this Contract (the "LPS") pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the LPS expects to order and election during the term of this Contract and during any renewal term of this Contract (the "Election"); and

WHEREAS, the LPS desired that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code;

WHEREAS, the Contracting Officer and the LPS desire to enter into a contract setting out the respective responsibilities of the parties; and

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the election.

I. GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to an election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the LPS's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of the administering voting in connection with the election in compliance with all applicable law except as otherwise provided in the Contract.
- C. The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS's election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPS and other entities holding elections on the same day in all or part of the same territory to enter into a joint election agreement as

authorized in Chapter 271 of the Texas Election Code. The LPS agrees to enter into a joint election agreement required by Hays County.

II. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the election:

A. **Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. **Notification to LPS.** The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges three weeks before the statutory deadline to order the election.

C. **Notification to Presiding and Alternate Judges; Appointment of Clerks.**

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.

2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. **Election Training.** The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

E. **Logic and Accuracy Testing.** In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the

Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

- F. **Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an election.
- G. **Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. **Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.
- I. **Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the election. This voting System includes the equipment referred to as "Duo" and "Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.
- J. **Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo System, paper, auditory.
- K. **Early Voting.** In accordance with Section 31.097 of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the election.
 - 1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.

2. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the LPS shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code.

L. Election Day Activities.

1. The contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
4. Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

M. Election Night Reports. The contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released

under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.

- N. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as the voter registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas election Code to determine whether such will be counted and to resolve any issues with such ballots.
- O. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the LPS. These reports will serve as the canvass materials for the LPS.
- P. **Custodian of Election Records.** The election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consist of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Duo and Verity Controllers.
- Q. **Recount.**
 - 1. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the original estimate/invoice.
- R. **Schedule for Performance of Services.** The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

- S. **Contracting with Third Parties.** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.
- T. **Department of Justice Preclearance for General Elections.** If required by law, any changes to the general conduct of voting in Hays County will be pre-cleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

III. **RESPONSIBILITIES OF THE LPS.** The LPS shall perform the following responsibilities:

- A. **Applications for Mail Ballots.** The LPS shall date and stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.
- B. **Election Orders, Election Notices, and Canvass.** The LPS shall be responsible for the preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the LPS necessary to the conduct of the election. The LPS shall be responsible for conducting the official canvass of the election.
- C. **Map/Annexations.** The LPS shall provide the Contracting Officer with an updated map and street index (including address Numbers) of its jurisdiction in and electronic or printed format and shall advise the contracting officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.
- D. **Department of Justice Preclearance for Special Elections.** If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- E. **Ballot Information.** The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of proposition showing the order and the exact manner in which the candidates' name shall appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.

- F. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.
- G. **Annual Voting Report.** The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

IV. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the LPS that there will be at least three election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.
- C. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of LPS. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of LPS, and no election personnel shall be entitled to the rights, privileges, or benefits of LPS employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of LPS, unless considered an employee of the LPS as determined by the City Manager of the LPS.

V. PAYMENT

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of the election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The cost estimate is set forth in the Cost Estimate.
- B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the election or a minimum of \$75.00.

- C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller and per Verity Duo component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.
- D. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

VI. TERM AND TERMINATION

- A. **Initial Term.** The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein
- B. **Renewal.** Subject to the termination rights set forth herein, this contract shall be renewed annually.
- C. **Termination.** If either party wishes to terminate this contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the contracting Officer for services provided and expenses incurred will be due and payable.

VII. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
 - 1. The authority with whom or the place at which any document or record relating to the election is to be filed;
 - 2. The officers who conduct the official canvass of the election returns;
 - 3. The authority to serve as custodian of voted ballots or other election records;
or
 - 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

- B. Cancellation of Election.** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. Payment** above.
- C. Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.
- D. Election to Resolve a Tie.** In the event that an election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second election, except:
1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the election Code and with regard to other election conducted by the Contracting Officer.
 2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
 3. An attempt will be made to use the election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.
 4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.
- E. Amendment/Modification.** Except as otherwise provided, this contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.
- F. Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

G. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Anderson
Elections Administrator, Hays County
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666
Tel: (512) 393-7310
Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

For the LPS:

Jannette S. Goodale
City Clerk
City of Austin
P.O. Box 1088
Austin, TX 78767
512-974-2210

Witness by my hand this the 9 day of 4, 2019.

Contracting Officer:

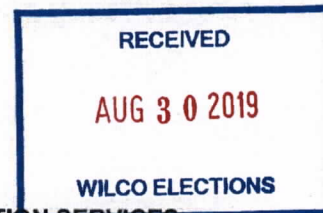
Jennifer Anderson
Jennifer Anderson, Elections Administrator
Hays County, Texas

Witness by my hand this the _____ day of _____, 20____.

Local Political Subdivision:

Name of Entity: City of Austin
By: Jannette S. Goodale
Printed Name: Jannette S. Goodale
Official Capacity: City Clerk
Signature: _____

THE STATE OF TEXAS
COUNTY OF WILLIAMSON



JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS Joint Election Agreement and Contract for Election Services ("Contract") is made by and between the Williamson County Elections Administrator ("Elections Administrator") and political subdivisions ("Participating Authority" or "Participating Authorities") located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State's election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the uniform election date of November 5, 2019, and administered by Christopher Davis, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Williamson County Elections Office.

RECITALS

WHEREAS, each Participating Authority listed above plans to hold an election on November 5, 2019;

WHEREAS, Williamson County owns an electronic voting system, the Election System and Software (ES&S) EVS 6020 voting system, which includes the DS200 precinct scanner, the DS850 central scanner and the ExpressVote ballot marking device and has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Williamson County's electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED, as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold a "Joint Election" with Williamson County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XII of this Contract.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with Elections Administrator or Williamson County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses to Williamson County, including all costs associated with interference of conducting the election.**

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the November 5, 2019 Joint Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than November 5, 2019 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the November 5, 2019 election. This notice shall be written in both the English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Supervisor (\$12 an hour), Clerks (\$10 an hour)
Election Day – Presiding Judge (\$12 an hour), Alternate Judge (\$10 an hour), Clerk (\$10 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above.

The Elections Administrator may employ other personnel as necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Williamson County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template requested by the Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Williamson County's EVS 6020 electronic voting system. Provisional ballots will be cast on the EVS 6020 system, as well.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

VII. EARLY VOTING

The Participating Authorities agree to conduct joint Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 , Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as Deputy Early Voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other Deputy Early Voting clerks to assist in the conduct of Early Voting as necessary, and that these additional Deputy Early Voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any Williamson County qualified voter of the Joint Election may vote early by personal appearance at any one of the joint Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Mailing Address
Early Voting Clerk
Williamson County Elections Office
PO Box 209
Georgetown, TX 78627

Physical Location
Early Voting Clerk
301 SE Inner Loop, Suite 104
Georgetown, TX 78626

After the first day of Early Voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VIII. EARLY VOTING BALLOT BOARD

Williamson County shall appoint an Early Voting Ballot Board (EVBB) to process Early Voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will take the necessary steps for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before November 8, 2019 and no later than November 18, 2019.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. Each Participating Authority agrees to upload these reports.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY

Williamson County Elections will consider conducting elections in territories outside of Williamson County on a case-by-case basis.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the November 5, 2019 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the November 5, 2019 Uniform Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the joint election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, a staffing agency fee for election workers, an administrative fee, and for the lease of voting equipment.

1. Share of Election Costs. Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each

Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. Each Participating Authority's share of the staffing agency fee for election workers will be determined on a pro rata basis. The staffing agency fee is based on a markup cost percentage of 27% of the gross wages of election workers not classified as employees of Williamson County.
3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:
 - \$250.00 per ExpressVote Ballot Marking Device
 - \$400.00 per DS200 Precinct Scanner;
 - \$6,000.00 per DS850 Central Count scanner to cover the duration of the election;
 - \$250.00 per electronic pollbook.

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

4. Administrative Fee. Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs, less the staffing agency fee, in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of County records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one of more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

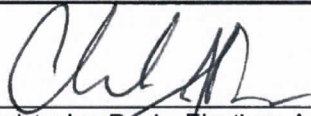
XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the November 5, 2019 election is \$550,000.00 and is based partly on the costs of the November 7, 2017 joint general special election. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 30 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE 30TH DAY OF AUGUST, 2019.

ELECTIONS ADMINISTRATOR:



Christopher Davis, Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2019

PARTICIPATING AUTHORITY:

Name of Participating Authority: Austin
By: Jannette Goodale
Printed Name: Jannette Goodale
Official Capacity: City Clerk

ATTEST:

ATTACHMENT A
(To be provided after the final day to cancel an election as prescribed
by the Texas Secretary of State's Election Law Calendar)

List of Participating Authorities (to be determined)

ATTACHMENT B

Election Day voting locations (to be determined)

ATTACHMENT C

Early Voting Schedule with Voting Locations (to be determined)

Exhibit F: Election Day Presiding Judges and Alternate Judges

Exhibit F

Election Day Presiding Judges and Alternate Judges

Travis County

Presiding Judge: Maria Jimenez

Alternate Judge: Bruce LaTour

Election Day Presiding/Alternate Judges for November 5, 2019
Special Election

Early Voting Ballot Board Presiding Judge: Staci Calvert

Alternate Judge: Jordan Hanusch

Central Counting Station Presiding Judge/Manager: Bridgette Escobedo

Tabulation Supervisor: Kristin Miles

Election Day Presiding/Alternate Judges for November 5, 2019
Special Election

Presiding Judge/Alternate Judge

POLL 1- 1001, 1002, 1004, 2009, 2011 -	George Martinez/PK Barnett
POLL 2- 1003 -	Deb Layland/Pam Gerritsen
POLL 3- 2005, 2006, 2007, 2008, 2010 -	Dawn Thompson/Clair McMillin Albin
POLL 4- 3012, 3013, 3014, 3015, 3016 -	Sue Beck/Angie Dailey
POLL 5- 4017, 4018, 4019, 4020, 4021 -	Tom Wilson/Ruby Burton

Hays County
Judge Appointments for 2019/2020
Commissioner Precinct 1: San Marcos

Location	Early Voting or Election Day	Commissioner Precinct	Judge	Alternate Judge
Calvary Baptist Church	ED	1	Aart Millecam	Amy Ruedes
Centro Cultural Hispano - SM	ED	1	Rudy Rodriguez	Robert McMillan
Chapa Middle School	both	1		
Dunbar Center	ED	1	Sidney Braverman	Bobette Elliott
Government Center	both	1	Adan Moreno	Jane Rice
HCISD Admin	ED	1	Vanessa Westbrook	Dale Brown
Health Department	both	1	Rose Brooks	Rose Biladeaux
Sinai Church	both	1		
SM Housing	ED	1		
Tobias Middle School	ED	1	Vickie Simpson	Karen Enterline

Commissioner Precinct 1 Locations – 10 ED/4 EV
Democratic Judges - 10
Republican Judges - 0

Hays County
Judge Appointments for 2019/2020
Commissioner Precinct 2: Kyle/Buda

Location	Early Voting or Election Day	Commissioner Precinct	Judge	Alternate Judge
ACC Campus	both	2		Linda Rodriguez
Buda City Hall	both	2	Mike Rubsam	Esperanza Hope Palacios
Buda Elementary – Upper Campus	ED	2	Nancy Fahy	Linda Samaniego
Goforth Water Supply	ED	2	Sandy Turmel	Ben Broughton
Hays Hills Baptist	ED	2	Bill Deane	Jo Burdette
Hays Precinct 2 Office	ED	2	Richard Gonzalez	Adolfo Rodriguez
Kyle City Hall	both	2	Penny Krug	
McCormick Middle School	both	2	Larry Thompson	Gerald Haschke
Southern Hills	ED	2	George Vanderhule	Linda Ables

Commissioner Precinct 2 Locations – 9 ED/ 4 EV

6 Republican Judges

3 Democratic Judges

Hays County
Judge Appointments for 2019/2020
Commissioner Precinct 3: Wimberley

Location	Early Voting or Election Day	Commissioner Precinct	Judge	Alternate Judge
1 st Baptist Church SM	ED	3	Patricia Brenner	Ida Miller
Brookdale Horizon Bay	ED	3	Robert Hernandez	Nick Hoover
Cypress Creek Church	ED	3	Robert Smith	Michelle Hart
Fire Station # 12	ED	3	Charles Campise	Russell Hayter
Stone Brook Seniors	ED	3	Richard Gonzales	Bobby Rodriguez
VFW Post #6441	ED	3	Jeff Rasco	Madonna Kimball
Wimberley Community Center	both	3	Judy Dunn	Dale Nave
WISD Admin Office	both	3	Richard Cronshey	Gerry Hartsoe

Commissioner Precinct 3 Locations: 8 ED / 2 EV
4 Democratic Judges
4 Republican Judges

Hays County
Judge Appointments for 2019/2020
Commissioner Precinct 4: Dripping Springs

Location	Early Voting or Election Day	Commissioner Precinct	Judge	Alternate Judge
Belterra	ED	4	Dan Robison	Barbara Story
Driftwood Fire Station #2 – FM 1826	ED	4	Beth Mitchell	Lucinda Kapral
Dripping Springs City Hall	ED	4	Richard Boltz	Sharon Hudson
Fire Station #5	both	4	Mary Alice DeBow	Gordon Jones
Hays Precinct 4 Office	both	4	John Robertson	Karen Crowther
Ledgestone Senior Living	both	4	Mary Clarkson	Brenda Sowada
Promiseland Church	ED	4	Mike McKie	Ron Carman
San Marcos Activity Center	ED	4	Herman Fabela	James Summers
Texas State University LBJ Student Center	both	4	Curtis Wayne Taylor	Steve Whigham
Wallace Middle School	ED	4	Verna Kaye Walters	Debra Russ

Commissioner Precinct 4 Locations: 10 ED / 4 EV
6 Republican Judges
4 Democratic Judges

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 5, 2019

On this the 16th day of July, 2019, the Commissioners Court of Williamson County, Texas does hereby appoint the following persons as Vote Center Election Judges and Alternate to serve for a one year term which begins on September 1, 2019 and ends on August 31, 2020.

Vote Center	Appt.	Party	Last Name	First Name
Anderson Mill Limited District	J	D	Coad	Charlotte
11500 El Salido Parkway, Austin	AJ	R	Rightmyer	Kathryn
Bethany United Methodist Church	J	D	Adair	Dwight
10010 Anderson Mill Road, Austin	AJ	R	Merrick	Susan
Gateway Church	J	D	Atkins	Wanda
7104 McNeil Drive, Austin	AJ	R	McIntyre	Cindi
Harmony School of Political Science and Comm.	J	D	Miller	Kent
13415 RM 620 N, Austin	AJ	R	Childers	Benny
Kelly Reeves Athletic Complex	J	R	Blaschke	Stephanie
10211 W Parmer Lane, Austin	AJ	D	Morlier	Lynn
Lord of Life Lutheran Church	J	D	Derryberry	Shirley
9700 Neenah Avenue, Austin	AJ	R	Harrison	Dan
Northwest Fellowship	J	D	Stokes	Gay
13427 Pond Springs Road, Austin	AJ	R	Sherrod	Mack
Rattan Creek Park Community Center	J	D	Cummings	Sharon
7617 Elkhorn Mountain Trail, Austin	AJ	R	Lennous	Julia
RE Hartfield Performing Arts Center	J	D	Brenner	Carla
5800 McNeil Drive, Austin	AJ	R	to be determined	
Bartlett Town Hall	J	D	VanPraag	Jane
140 W Clark Street, Bartlett	AJ	R	Jaster	Cathy
Cedar Park High School	J	R	Zaharias	Dave
2150 Cypress Creek Road, Cedar Park	AJ	D	Soliz	Jesse
Cedar Park Library	J	R	Richardson	Ann
550 Discovery Boulevard, Cedar Park	AJ	D	Pillay	Logan
Cedar Park Randalls	J	R	Martin	Sandra
1400 Cypress Creek Road, Cedar Park	AJ	D	Rathbun	Mina

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 5, 2019

Cedar Park Recreation Center 1435 Main Street, Town Center, Cedar Park	J AJ	D R	Vasudevan Small	Vera Cheryl
Highland Estates Ind Retirement Living 1500 N Lakeline Boulevard, Cedar Park	J AJ	R D	Poe Boydston	Timothy Dwayne
Vista Ridge High School 200 S Vista Ridge Boulevard, Cedar Park	J AJ	R D	Jewett Coville	Jon Patti
St. Peter's Church of Coupland 108 Wathen Street, Coupland	J AJ	R D	Smith Craig	Bryan Randall
Andice Community Center 6600 FM 970, Florence	J AJ	R D	Kohn Woodard	David Owen
Florence High School 401 FM 970, Florence	J AJ	R D	Wemheuer Johnson	Robert Linda
Cowan Creek Amenity Center 1433 Cool Spring Way, Georgetown	J AJ	R D	Cody Keller	Cathy Don
First Baptist Church 1333 W University Avenue, Georgetown	J AJ	R D	Pavlovich Spangenberg	Mark William
Georgetown Housing Authority 210 W 18th Street, Bldg 1, Georgetown	J AJ	R D	Ledbetter Witherspoon	D. Kay Kenneth
Georgetown Randalls 5721 Williams Drive, Georgetown	J AJ	R D	Johnson Griffith	Donna Mary
GISD Technology Building 603 Lakeway Drive, Georgetown	J AJ	R D	Stutzman Covey	Brad Jerry
Main Street Baptist Church- Ministry Center 111 W 10th Street, Georgetown	J AJ	D R	Smith McAdams	Diane Lila
Parks and Recreation Administration Building 1101 N College Street, Georgetown	J AJ	R D	Helms Finkelstein	Debra Mary
Sun City Social Center 2 Texas Drive, Georgetown	J AJ	R D	Livermore Green	Anthony Jane
The Delaney at Georgetown Village 359 Village Commons Blvd, Georgetown	J AJ	D R	Fidelholtz Harron	Terri William

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 5, 2019

Williamson County Inner Loop Annex 301 SE Inner Loop, Georgetown	J AJ	R D	Hughes Torres	Anna Virginia
Granger Brethren Church 306 W Broadway Street, Granger	J AJ	R D	Johnson Spanel	Eric Deborah
Hutto City Hall 500 W Live Oak Street, Hutto	J AJ	R D	Albert Fitzpatrick	Frances Kate
The Original Hutto Schools on College 302 College Street, Hutto	J AJ	D R	Hosek Sturm	Larry Iola
Jarrell Memorial Park - Community Center 1651 CR 305, Jarrell	J AJ	R D	Papick Beaird	Phillip A. Michael
Leander Church of Christ 300 Crystal Falls Parkway, Leander	J AJ	D R	Applewhaite Lattrell	John Joanne
Leander High School 3301 S Bagdad Road, Leander	J AJ	R D	George Estep	Gaylon Greg
Leander Public Library 1011 S Bagdad Road, Leander	J AJ	R D	Price Stempko	Barbara Paul
Pat Bryson Municipal Hall 201 North Brushy Street, Leander	J AJ	R D	Hampton Clark	Janet Robert
Rouse High School 1222 Raider Way, Leander	J AJ	R D	Pollastro Littles	Jennifer Roslyn
Liberty Hill High School 16500 W SH 29, Liberty Hill	J AJ	R D	Griffin Baer-Austin	Wes Linda
Baca Senior Center 301 W Bagdad Avenue, Bldg 2, Round Rock	J AJ	D R	Franco Sherrin	E. Irene Pamela
Brushy Creek Community Center 16318 Great Oaks Drive, Round Rock	J AJ	R D	Patrolia Garrett	Wendi Birda
Cedar Ridge High School 2801 Gattis School Road, Round Rock	J AJ	R D	Overman Agueze	Azucena Geoffrey
Fern Bluff MUD Community Center 7320 Wyoming Springs Drive, Round Rock	J AJ	D R	Litwin Dziadziola	Stuart David

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 5, 2019

Forest Creek Elementary School 3505 Forest Creek Drive, Round Rock	J AJ	R D	Colello Ferris	Tracy Lori
Round Rock High School 300 N Lake Creek Drive, Round Rock	J AJ	D R	Barbini Pitts	Charlotte P. Richard
Round Rock Presbyterian Church 4010 Sam Bass Road, Round Rock	J AJ	R D	Pool Gordon	Darryl Denise
Round Rock Randalls 2051 Gattis School Road, Round Rock	J AJ	D R	Ferris Adair	Jeff Karen
Round Rock Sports Center 2400 Chisholm Trail Drive, Round Rock	J AJ	R D	Harp Afsah	Donna Ghazala
San Gabriel Rehab & Care 4100 College Park Drive, Round Rock	J AJ	R D	Garza Gunn	Dan Susan
Sleep Inn & Suites 1980 S IH 35, Round Rock	J AJ	D R	Peck Risinger	Glen Ronny
Teravista Community Center 4211 Teravista Club Drive, Round Rock	J AJ	R D	Merris Williams Bailey	Cathy Yolande
The Fellowship Church of Round Rock 3379 Gattis School Road, Round Rock	J AJ	R D	McMasters Huffstutler	Sonia Keith
Williamson County Jester Annex 1801 E Old Settlers Boulevard, Round Rock	J AJ	R D	Fairbrother Felthouser	William James
Main Street Events Center 3101 North Main Street, Taylor	J AJ	R D	Collins Newman	Gayle Maria
Taylor City Hall 400 Porter Street, Taylor	J AJ	D R	Brown Werner	Betty Pat
Taylor Public Library 801 Vance Street, Taylor	J AJ	D R	Villarreal Naizer	Elizabeth Joe
St John Lutheran Church 409 S Main Street, Thrall	J AJ	R D	Prillaman Yerby	Michael Barbara
First Baptist Church of Weir 315 FM 1105, Weir	J AJ	R D	Schumacher Rex	David J. Bart

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 5, 2019

SIGNED this _____ day of July, 2019.

Bill Gravel, Jr., County Judge

Exhibit G: Central Counting Station Staff

Exhibit G

Central Counting Station Staff

Travis County

Central Counting Station Manager: Geetha Lingham

Election Day Presiding/Alternate Judges for November 5, 2019 Special Election

Early Voting Ballot Board Presiding Judge: Staci Calvert

Alternate Judge: Jordan Hanusch

Central Counting Station Presiding Judge/Manager: Bridgette Escobedo

Tabulation Supervisor: Kristin Miles

Election Day Presiding/Alternate Judges for November 5, 2019 Special Election

Presiding Judge/Alternate Judge

POLL 1- 1001, 1002, 1004, 2009, 2011 -	George Martinez/PK Barnett
POLL 2- 1003 -	Deb Layland/Pam Gerritsen
POLL 3- 2005, 2006, 2007, 2008, 2010 -	Dawn Thompson/Clair McMillin Albin
POLL 4- 3012, 3013, 3014, 3015, 3016 -	Sue Beck/Angie Dailey
POLL 5- 4017, 4018, 4019, 4020, 4021 -	Tom Wilson/Ruby Burton

Exhibit G

Central Counting Station Staff

Hays County

Jennifer Anderson

Jeff McGill

Cliff Ormiston

Jon Leonard

ORDER
ESTABLISHING CENTRAL COUNTING STATION
JOINT GENERAL AND SPECIAL ELECTIONS

November 5, 2019

On this 16th day of July, 2019, the Commissioners Court of Williamson County, Texas, does hereby establish one Central Counting Station for counting the ballots for the Joint General and Special Elections being held on Tuesday, November 5, 2019. The Central Counting Station shall be established and organized pursuant to Chapter 127, Subchapter "A," of the Election Code.

The Central Counting Station shall be located at the Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas.

The following officers are appointed to serve at the Central Counting Station:

Christopher J. Davis, Counting Station Manager;
Brandon Jenkins, Tabulation Supervisor;
Julie Seippel, Assistant Tabulation Supervisor;
Jerry Sanders, 2nd Assistant Tabulation Supervisor;
Suzy Stublar, Presiding Judge; and,
Jose Orta, Alternate Presiding Judge.

SIGNED this _____ day of July, 2019.

Bill Gravel, Jr., County Judge

Exhibit H: Early Voting Ballot Board Members

Exhibit H

Early Voting Ballot Board Members

Travis County

Maria Jimenez

Bruce LaTour

Donna Beth McCormick

Election Day Presiding/Alternate Judges for November 5, 2019
Special Election

Early Voting Ballot Board Presiding Judge: Staci Calvert

Alternate Judge: Jordan Hanusch

Central Counting Station Presiding Judge/Manager: Bridgette Escobedo

Tabulation Supervisor: Kristin Miles

Election Day Presiding/Alternate Judges for November 5, 2019
Special Election

Presiding Judge/Alternate Judge

POLL 1- 1001, 1002, 1004, 2009, 2011 -	George Martinez/PK Barnett
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POLL 5- 4017, 4018, 4019, 4020, 4021 -	Tom Wilson/Ruby Burton

Exhibit H

Early Voting Ballot Board Members

Hays County

Jon Leonard

Jennifer Scott

Larry Rayos